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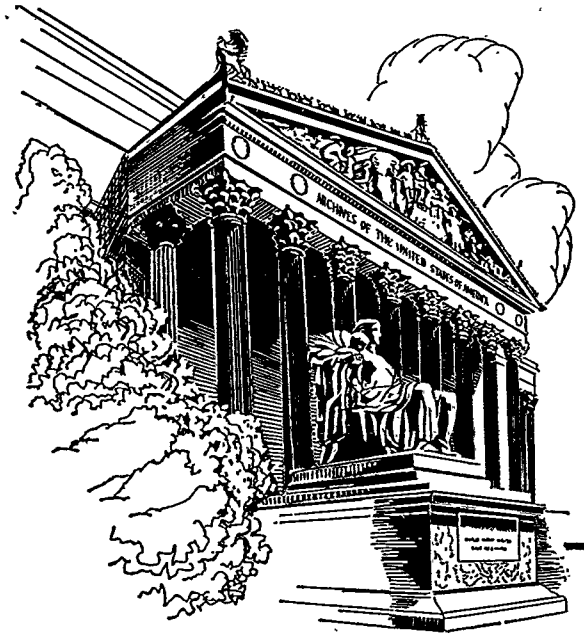
Agencies in this issue—

Detailed list of Contents appears inside.



Just Released

CODE OF FEDERAL REGULATIONS

(As of January 1, 1967)

Title 26—Internal Revenue (Parts 20–29)
No changes during 1966
(Retain Supplement as of January 1, 1966)

[A cumulative checklist of CFR issuances for 1967 appears in the first issue of the Federal Register each month under Title 1]

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Contents

(*Continued on next page*)

List of CFR Parts Affected

(Codification Guide)

The following numerical guide is a list of the parts of each title of the Code of Federal Regulations affected by documents published in today's issue. A cumulative list of parts affected, covering the current month to date appears at the end of each issue beginning with the second issue of the month.

A cumulative guide is published separately at the end of each month. The guide lists the parts and sections affected by documents published since January 1, 1967, and specifies how they are affected.

3 CFR

EXECUTIVE ORDERS:
11248 (amended by EO 11335)---- 3965
11335---------- 3965

5 CFR

330---------- 3967
332---------- 3967

7 CFR

15---------- 3967
775---------- 3968
907---------- 3968
908---------- 3968
910---------- 3969
912---------- 3969

PROPOSED RULES:
932---------- 3992
1047---------- 3992

8 CFR

212---------- 3970

10 CFR

PROPOSED RULES:
30---------- 3995
40---------- 3995
50---------- 3995
70---------- 3995
170---------- 3995

12 CFR

531---------- 3970

PROPOSED RULES:
545---------- 3999

14 CFR

39 (2 documents)---------- 3970, 3971
71 (3 documents)---------- 3971, 3972
75---------- 3972

PROPOSED RULES:
39---------- 3997
71---------- 3997
73---------- 3998

16 CFR

13 (4 documents)---------- 3973–3975

20 CFR

395---------- 3975

21 CFR

PROPOSED RULES:
130---------- 3994

22 CFR

41---------- 3969

32 CFR

1001---------- 3976
1003---------- 3976
1004---------- 3977
1007---------- 3978
1013---------- 3978
1016---------- 3978
1054---------- 3978

38 CFR

21---------- 3979

41 CFR

9–4---------- 3979
9–16---------- 3981

43 CFR

PUBLIC LAND ORDERS:
4175---------- 3991

46 CFR

540---------- 3986

Presidential Documents

Title 3—THE PRESIDENT

Executive Order 11335

PLACING AN ADDITIONAL POSITION IN LEVEL V OF THE FEDERAL EXECUTIVE SALARY SCHEDULE

By virtue of the authority vested in me by Section 5317 of Title 5 of the United States Code, as amended, and as President of the United States, Section 2 of Executive Order No. 11248 of October 10, 1965, as amended, is further amended by adding thereto the following:

(12) Commissioner, Property Management and Disposal Service, General Services Administration.

Lyndon B. Johnson

THE WHITE HOUSE,
March 9, 1967.

[F.R. Doc. 67-2797; Filed, Mar. 10, 1967; 9:53 a.m.]

Rules and Regulations

Title 5—ADMINISTRATIVE PERSONNEL

Chapter I—Civil Service Commission

PART 330—RECRUITMENT, SELECTION, AND PLACEMENT (GENERAL)

PART 332—RECRUITMENT AND SELECTION THROUGH COMPETITIVE EXAMINATION

Miscellaneous Amendments

Parts 330 and 332 are amended to provide placement assistance to employees or former employees receiving compensation from the Employees' Compensation Fund as provided by section 6 of Public Law 89-488.

1. Section 330.303 is amended and a new Subpart G is added as set out below.

Subpart C—Displaced Employee Program

§ 330.303 Entry of names of displaced employees on special registers.

When there is no appropriate existing register the Commission may establish special registers containing the names of employees applying under § 330.301, together with the names of eligibles described in §§ 330.703, 332.311, and 332.322 of this chapter, and use these registers for certification to fill appropriate vacancies.

Subpart G—Placement Program for Employees' Compensation Beneficiaries

Sec.
330.701 Acceptance of applications.
330.702 Order of entry on registers.
330.703 Entry of names on special registers.

AUTHORITY: The provisions of this Subpart G issued under sec. 6, 80 Stat. 258.

Subpart G—Placement Program for Employees' Compensation Beneficiaries

§ 330.701 Acceptance of applications.

(a) Subject to the conditions published by the Commission in the Federal Personnel Manual, a present or former employee receiving compensation under Subchapter I of Chapter 81 of Title 5, United States Code, who has not served with career or career-conditional tenure may apply for examination by the Commission for any position, except postmaster and rural carrier, for which there is a register established or about to be established under open competitive examination.

(b) Subject to the conditions published by the Commission in the Federal Personnel Manual, a present or former career or career-conditional employee receiving compensation under Subchapter I of Chapter 81 of Title 5, United States Code, may apply for examination for any competitive position, except postmaster and rural carrier, whether the examination is open or there is an existing register or a register about to be established.

§ 330.702 Order of entry on registers.

(a) The Commission shall enter the names of employees applying under § 330.701(a) on the appropriate register in the order provided in § 332.401 of this chapter.

(b) The Commission shall enter the names of employees applying under § 330.701(b) on the appropriate register with the same priority afforded by § 330.302 for displaced employees.

§ 330.703 Entry of names on special registers.

When there is no appropriate existing register the Commission may establish special registers containing the names of employees applying under § 330.701(b), together with the names of eligibles described in §§ 330.303, 332.311, and 332.322 of this chapter, and use these registers for certification to fill appropriate vacancies.

2. Paragraph (b) of § 332.311 and paragraph (c) of § 332.322 are amended as set out below.

§ 332.311 Quarterly examination.

* * * * *

(b) When there is no appropriate existing register, the Commission may establish special registers containing the names of eligibles from the quarterly examinations authorized by paragraph (a) of this section, together with the names of eligibles described in §§ 332.322, 330.303, and 330.703 of this chapter, and use these registers for certification to fill appropriate vacancies.

* * * * *

§ 332.322 Persons who lost eligibility because of military service.

* * * * *

(c) When there is no appropriate existing register, the Commission may establish special registers containing the names of persons entitled to priority of certification under paragraph (b) of this section, together with the names of eligibles described in §§ 332.311, 330.303, and 330.703 of this chapter, and use these registers for certification to fill appropriate vacancies.

(Sec. 6, 80 Stat. 258)

[SEAL] JAMES C. SPRY,
Executive Assistant to the Commissioners.

[F.R. Doc. 67-2722; Filed, Mar. 10, 1967; 8:48 a.m.]

Title 7—AGRICULTURE

Subtitle A—Office of the Secretary of Agriculture

PART 15—NONDISCRIMINATION

Subpart A—Nondiscrimination in Federally Assisted Programs of the Department of Agriculture—Effectuation of Title VI of the Civil Rights Act of 1964

ASSURANCES REQUIRED

Section 15.4, Subpart A, Part 15, Subtitle A, Title 7, CFR is hereby amended by adding the following new paragraphs (d) and (e) at the end thereof:

§ 15.4 Assurances required.

* * * * *

(d) *Recipients other than applicants.* Each recipient not required to submit an application for Federal financial assistance, shall furnish, as a condition to the extension of any such assistance, an assurance or statement as is required of applicants under paragraphs (a), (b) (1) and (2) of this section.

(e) *Elementary and secondary schools.* The requirements of paragraphs (a), (b), or (d) of this section with respect to any elementary or secondary school or school system shall be deemed to be satisfied if such school or school system (1) is subject to a final order of a court of the United States for the desegregation of such school or school system, and provides an assurance that it will comply with such order, including any future modification of such order, or (2) submits a plan for the desegregation of such school or school system which the U.S. Commissioner of Education determines is adequate to accomplish the purposes of the Act and this part, and provides reasonable assurance that it will carry out such plan; in any case of continuing Federal financial assistance the said Commissioner may reserve the right to redetermine, after such period as may be specified by him, the adequacy of the plan to accomplish the purposes of the Act and this part. In any case in which a final order of a court of the United States for the desegregation of such school or school system is entered after submission of such a plan, such plan shall be revised to conform to such final order, including any future modification of such order.

(Sec. 602, 78 Stat. 252, 42 U.S.C. 2000d; and the laws referred to in the appendix)

Effective date. This amendment shall become effective on the date of its publication in the FEDERAL REGISTER.

ORVILLE L. FREEMAN,
Secretary of Agriculture.

Approved: March 7, 1967.

LYNDON B. JOHNSON.

[F.R. Doc. 67-2720; Filed, Mar. 10, 1967; 8:48 a.m.]

Chapter VII—Agricultural Stabilization and Conservation Service (Agricultural Adjustment), Department of Agriculture

SUBCHAPTER C—SPECIAL PROGRAMS

[Amdt. 4]

PART 775—FEED GRAINS

Subpart—1966 Through 1969 Feed Grain Program Regulations

Correction

In F.R. Doc. 67-1240, appearing at page 2500 of the issue for Tuesday, February 7, 1967, the following corrections are made in the tabular matter of § 775.427(b):

1. Under Illinois:

a. For Peoria County, the entry in the second figure column should read "1.36" instead of "1.37".

b. For Tazewell County, the entry in the second figure column should read "1.37" instead of "1.36".

2. Under Michigan, for Monroe County, the entry in the third figure column should read "48.6" instead of "8.6".

3. Under New Jersey, for Bergen County, the entry in the third figure column should read "50.1" instead of "50.3".

4. Under New York, for Orleans County, there should appear an entry in the fourth figure column reading "1.27".

5. Under South Dakota:

a. For Douglas County, the entry in the fourth figure column should read "1.11" instead of "1.10".

b. For Fall River County, the entry in the fourth figure column should read "1.10" instead of "1.11".

6. Under Wisconsin, for Wood County, the entry in the second figure column should read "1.36".

Chapter IX—Consumer and Marketing Service (Marketing Agreements and Orders; Fruits, Vegetables, Nuts), Department of Agriculture

[Navel Orange Reg. 129]

PART 907—NAVEL ORANGES GROWN IN ARIZONA AND DESIGNATED PART OF CALIFORNIA

Limitation of Handling

§ 907.429 Navel Orange Regulation 129.

(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 907, as amended (7 CFR Part 907), regulating the handling of Navel oranges grown in Arizona and designated part of California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674), and upon the basis of the recommendations and information submitted by the Navel Orange Administrative Committee, established under the said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of handling of such Navel oranges, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication hereof in the FEDERAL REGISTER (5 U.S.C. 553 (1966)) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective as hereinafter set forth. The committee held an open meeting during the current week, after giving due notice thereof, to consider supply and market conditions for Navel oranges and the need for regulation; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; the provisions of this section, including its effective time, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such Navel oranges; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period herein specified; and compliance with this section will not require any special preparation on the part of persons subject hereto which cannot be completed on or before the effective date hereof. Such committee meeting was held on March 9, 1967.

(b) *Order.* (1) The respective quantities of Navel oranges grown in Arizona and designated part of California which may be handled during the period beginning at 12:01 a.m., P.s.t., March 12, 1967, and ending at 12:01 a.m., P.s.t., March 19, 1967, are hereby fixed as follows:

(i) District 1: 900,000 cartons;
(ii) District 2: 500,000 cartons;
(iii) District 3: Unlimited movement;
(iv) District 4: Unlimited movement.

(2) As used in this section, "handled," "District 1," "District 2," "District 3," "District 4," and "carton" have the same meaning as when used in said amended marketing agreement and order.

(Secs. 1-19, 48 Stat. 31, as amended; 7 U.S.C. 601-674)

Dated: March 10, 1967.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 67-2817; Filed, Mar. 10, 1967; 11:29 a.m.]

[Valencia Orange Reg. 190]

PART 908—VALENCIA ORANGES GROWN IN ARIZONA AND DESIGNATED PART OF CALIFORNIA

Limitation of Handling

§ 908.490 Valencia Orange Regulation 190.

(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 908, as amended (7 CFR Part 908), regulating the handling of Valencia oranges grown in Arizona and designated part of California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674), and upon the basis of the recommendations and information submitted by the Valencia Orange Administrative Committee, established under the said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of handling of such Valencia oranges, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication hereof in the FEDERAL REGISTER (5 U.S.C. 553 (1966)) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective as hereinafter set forth. The committee held an open meeting during the current week, after giving due notice thereof, to consider supply and market conditions for Valencia oranges and the need for regulation; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; the provisions of this section, including its effective time, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such Valencia oranges; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period herein specified; and compliance with this section will not require any special preparation on the part of persons subject hereto which cannot be completed on or before the effective date hereof. Such committee meeting was held on March 9, 1967.

(b) *Order.* (1) The respective quantities of Valencia oranges grown in Ari-

zona and designated part of California which may be handled during the period beginning at 12:01 a.m., P.s.t., March 12, 1967, and ending at 12:01 a.m., P.s.t., March 19, 1967, are hereby fixed as follows:

(i) District 1: Unlimited movement;

(ii) District 2: Unlimited movement;

(iii) District 3: 125,000 cartons.

(2) As used in this section, "handled," "handler," "District 1," "District 2," "District 3," and "carton" have the same meaning as when used in said amended marketing agreement and order.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: March 10, 1967.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 67-2818; Filed, Mar. 10, 1967; 11:29 a.m.]

[Lemon Reg. 258]

PART 910—LEMONS GROWN IN CALIFORNIA AND ARIZONA

Limitation of Handling

§ 910.558 Lemon Regulation 258.

(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 910, as amended (7 CFR Part 910), regulating the handling of lemons grown in California and Arizona, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendations and information submitted by the Lemon Administrative Committee, established under the said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of handling of such lemons, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication hereof in the FEDERAL REGISTER (5 U.S.C. 553 (1966)) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective as hereinafter set forth. The committee held an open meeting during the current week, after giving due notice thereof, to consider supply and market conditions for lemons and the need for regulation; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; the provisions of this section, including its effective time, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such lemons; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period herein specified; and compliance with this section will not require any special preparation on the part of persons subject hereto which cannot be completed on or before the effective date hereof. Such committee meeting was held on March 7, 1967.

(b) *Order.* (1) The respective quantities of lemons grown in California and Arizona which may be handled during the period beginning at 12:01 a.m., P.s.t., March 12, 1967, and ending at 12:01 a.m., P.s.t., March 19, 1967, are hereby fixed as follows:

(i) District 1: 11,160 cartons;

(ii) District 2: 174,840 cartons;

(iii) District 3: Unlimited movement.

(2) As used in this section, "handled," "District 1," "District 2," "District 3," and "carton" have the same meaning as when used in the said amended marketing agreement and order.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: March 9, 1967.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 67-2783; Filed, Mar. 10, 1967; 8:48 a.m.]

[Grapefruit Reg. 38]

PART 912—GRAPEFRUIT GROWN IN INDIAN RIVER DISTRICT IN FLORIDA

Limitation of Handling

§ 912.338 Grapefruit Regulation 38.

(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 912, as amended (7 CFR Part 912), regulating the handling of grapefruit grown in the Indian River District in Florida, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674), and upon the basis of the recommendations and information submitted by the Indian River Grapefruit Committee, established under the said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of handling of such grapefruit, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication hereof in the FEDERAL REGISTER (5 U.S.C. 553 (1966)) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective as hereinafter set forth. The committee held an open meeting during the current week, after giving due notice thereof, to consider supply and market conditions for Indian River grapefruit, and the need for regulation; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; the provisions of this section, including its effective time, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such Indian River grapefruit; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period herein specified; and compliance with this section will not require any special preparation on the part of persons subject hereto which cannot be completed on or before the effective date hereof. Such committee meeting was held on March 9, 1967.

(b) *Order.* (1) The quantity of grapefruit grown in the Indian River District which may be handled during the period beginning at 12:01 a.m., e.s.t., March 13, 1967, and ending at 12:01 a.m., e.s.t., March 20, 1967, is hereby fixed at 250,000 standard packed boxes.

(2) As used in this section, "handled," "Indian River District," "grapefruit," and "standard packed box" have the same meaning as when used in said amended marketing agreement and order.

(Secs. 1–19, 48 Stat. 31, as amended; 7 U.S.C. 601–674)

Dated: March 9, 1967.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 67-2784; Filed, Mar. 10, 1967; 8:48 a.m.]

Title 22—FOREIGN RELATIONS

Chapter I—Department of State

[Dept. Reg. 108.551]

PART 41—VISAS: DOCUMENTATION OF NONIMMIGRANTS UNDER THE IMMIGRATION AND NATIONALITY ACT, AS AMENDED

Nonimmigrant Documentary Waivers

Part 41, Chapter I, Title 22 of the Code of Federal Regulations is being amended

to provide a waiver of the passport and visitor visa requirements for participants in the Twelfth Boy Scouts World Jamboree and Twenty-first Boy Scouts World Conference. Section 41.6 is amended by the addition of the following paragraph:

§ 41.6 Nonimmigrants not required to present passports, visas, or border-crossing identification cards.

* * * * *

(g) *Participants in Twelfth Boy Scouts World Jamboree and Twenty-first Boy Scouts World Conference.* A visa and a passport shall not be required of a nonimmigrant who is a Boy Scout, Scouter or official whose association is certified by the National Council, Boy Scouts of America, as representing another nation at the Twelfth Boy Scout World Jamboree to be held at Coeur d' Alene, Idaho, from August 1 through 9, 1967, or at the Twenty-first Boy Scouts World Conference to be held at Seattle, Wash., from August 11 through August 17, 1967.

Effective date. The amendment to the regulations contained in this order shall become effective July 1, 1967, and shall expire on August 18, 1967.

The provisions of section 4 of the Administrative Procedure Act (60 Stat. 238; 5 U.S.C. 1003) relative to notice of proposed rule making are inapplicable to this order because the regulations contained herein involve foreign affairs functions of the United States.

PHILIP B. HEYMANN,
Acting Administrator, Bureau of Security and Consular Affairs, Department of State.

FEBRUARY 2, 1967.

RAYMOND F. FARRELL,
Commissioner of Immigration and Naturalization, Immigration and Naturalization Service, Department of Justice.

FEBRUARY 27, 1967.

[F.R. Doc. 67-2708; Filed, Mar. 10, 1967; 8:47 a.m.]

Title 8—ALIENS AND NATIONALITY

Chapter I—Immigration and Naturalization Service, Department of Justice

PART 212—DOCUMENTARY REQUIREMENTS: NONIMMIGRANTS; WAIVERS; ADMISSION OF CERTAIN INADMISSIBLE ALIENS; PAROLE

Nonimmigrant Documentary Waivers

The following amendment to Chapter I of Title 8 of the Code of Federal Regulations is hereby prescribed:

Section 212.1 is amended by adding a paragraph (g) to read as follows:

§ 212.1 Documentary requirements for nonimmigrants.

* * * * *

(g) *Boy Scouts World Jamboree and Conference participants.* A visa and a passport are not required of a nonimmigrant who is a Boy Scout, Scouter or official whose association is certified by the National Council, Boy Scouts of America, as representing another nation at the Twelfth Boy Scout World Jamboree to be held at Coeur d'Alene, Idaho, from August 1 through 9, 1967, or at the Twenty-first Boy Scouts World Conference to be held at Seattle, Wash., from August 11 through 17, 1967.

(Sec. 103, 66 Stat. 173; 8 U.S.C. 1103)

This order shall become effective July 1, 1967, and shall expire on August 18, 1967. Compliance with the provisions of section 553 of Title 5 of the United States Code (P.L. 89-554, 80 Stat. 383) as to notice of proposed rule making is unnecessary in this instance because the rule prescribed by the order confers benefits on persons affected thereby.

Dated: February 27, 1967.

RAYMOND F. FARRELL,
Commissioner of Immigration and Naturalization.

[F.R. Doc. 67-2707; Filed, Mar. 10, 1967; 8:47 a.m.]

Title 12—BANKS AND BANKING

Chapter V—Federal Home Loan Bank Board

SUBCHAPTER B—FEDERAL HOME LOAN BANK SYSTEM

[No. 20,493]

PART 531—STATEMENTS OF POLICY

Addition of Statement of Policy on Collateral for Advances

MARCH 2, 1967.

Resolved that the Federal Home Loan Bank Board, upon the basis of consideration by it of the advisability of stating and codifying its policy with respect to the retention by borrowing members of documents evidencing home mortgages assigned as security for advances from a Federal Home Loan Bank and for the purpose of effecting such publication and such codification hereby amends Part 531 of the regulations for the Federal Home Loan Bank System (12 CFR Part 531) by adding, immediately after § 531.3 a new section, § 531.4, to read as follows:

§ 531.4 Verification of collateral held by members under trust receipt.

(a) Documents evidencing home mortgages assigned by a borrowing member to a Federal Home Loan Bank as security for advances may be placed or left with such borrowing member for safekeeping, provided that the Bank obtains from the borrowing member a trust receipt or other agreement. Such documents will be held for the benefit and subject to the direction and control of the lending Bank. Where such a procedure is employed, it is necessary for the loaning Bank to periodically determine that home mortgage loans securing its advances are actually in existence and that any documents held by the borrowing member under a trust receipt are not intermingled with other documents. This periodic determination should be accomplished by a member's auditor at the time of each audit of such member by means of verification and reconcilement of the appropriate records and documents of the Bank and the borrowing member. If a borrowing member is not audited regularly, the verification and reconcilement may be done by representatives of the appropriate supervisory authority in connection with each examination of such member. Notwithstanding the foregoing, verification may be made at any time by a representative of the Bank, and shall be made by such a representative in any instance where verification was not accomplished to the satisfaction of the Bank during the preceding 16-month period.

(b) Verification must be accomplished in accordance with generally accepted auditing standards and must include such tests of the borrowing member's books, records, and documents as may be necessary to provide a reasonable basis for a certification to the loaning Bank by the auditor, examiner, or other person performing the verification and reconcilement that home mortgage loans pledged as security for Bank advances are actually in existence and that loan documents which are held for the Bank by the borrowing member are physically segregated from other loan documents in the possession of such borrowing member. The certification shall be of such type and in such form as the loaning Bank may from time to time prescribe.

(Sec. 17, 47 Stat. 736, as amended; 12 U.S.C. 1437. Reorg. Plan No. 3 of 1947, 12 F.R. 4981, 3 CFR, 1947 Supp.)

By the Federal Home Loan Bank Board.

[SEAL] HARRY W. CAULSEN,
Secretary.

[F.R. Doc. 67-2702; Filed, Mar. 10, 1967; 8:46 a.m.]

Title 14—AERONAUTICS AND SPACE

Chapter I—Federal Aviation Agency

[Docket No. 67-EA-19 Amdt. 39-365]

PART 39—AIRWORTHINESS DIRECTIVES

Fairchild Hiller Model F27 Series Airplanes

Failure of the supporting brackets for the stewardess seat assembly on a Fairchild Model F27 series aircraft, during a hard landing, resulted in collapse of the seat assembly and danger to the seat occupant. Subsequent investigation established that the seat assemblies do not meet stress requirements for hard landings. Since the collapse is likely to occur on other aircraft of the same type, an airworthiness directive is being issued to require placarding of such seat

assemblies, until they are modified to the satisfaction of FAA.

Since a situation exists that requires adoption of this regulation, it is found that notice and public procedures hereon are impracticable and good cause exists for making this amendment effective in less than 30 days.

In consideration of the foregoing and pursuant to the authority delegated to me by the Administrator, 14 CFR 11.85 (31 F.R. 13697, § 39.13 of Part 39 of the Federal Aviation Regulations is amended by adding the following new Airworthiness Directive:

FAIRCHILD HILLER CORP. Applies to Model F27 Series Airplanes incorporating stewardess seat assembly, Fairchild Drawings No. 27-770633 and 27-770634. Compliance required within the next 50 hours time in service after the effective date of this AD unless already accomplished.

To prevent injury to occupants of stewardess seat assemblies, accomplish the following:

(a) Conspicuously post in the vicinity of the stewardess seat and in full view of the seat occupant a placard reading as follows:

"Do not occupy stewardess jump seat during take-off or landing."

(b) The placard required in (a) may be removed when there has been incorporated into the seat assembly a modification approved by the Chief, Engineering & Manufacturing Branch, Eastern Region.

This amendment becomes effective immediately.

(Sec. 313(a), 601, 603, Federal Aviation Act of 1958; 49 U.S.C. 1354(a), 1421, 1423)

Issued in Jamaica, N.Y., on March 2, 1967.

WAYNE HENDERSHOT,
Acting Director, Eastern Region.

[F.R. Doc. 67-2688; Filed, Mar. 10, 1967; 8:45 a.m.]

[Docket No. CE-67-AD-4; Amdt. 39-368]

PART 39—AIRWORTHINESS DIRECTIVES

Certain Models of Beechcraft Airplanes

Beechcraft Models C18S, AT-11, C-45, C45A, UC-45B, UC-45F, AT-7, AT-7A, AT-7B, AT-7C, JRB-1, JRB-2, JRB-3, JRB-4, SNB-1, SNB-2, SNB-2C, C45G, TC-45G, C45H, TC-45H, TC-45J (SNB-5), JRB-6, D18C, D18CT, and D18S (Serial Nos. A-1, through A-440 inclusive) airplanes with 1,500 hours' or more time in service:

There have been cracks found in the lower spar cap of the outboard wing panel on Beechcraft Model D18C, D18CT, and C45H airplanes. The possible result, if cracks in this area go undetected, is loss of the primary wing structure. Since this condition is likely to exist or develop in other airplanes of the same type design, an airworthiness directive is being issued requiring inspection, using X-ray method or FAA-approved equivalent, and replacement where necessary, of the lower spar caps of the outboard wing panels, Beechcraft Part No. 181410, on Beechcraft Models C18S, AT-11, C-45, C45A, UC-45B, UC-45F, AT-7, AT-7A, AT-7B, AT-7C, JRB-1, JRB-2, JRB-3, JRB-4, SNB-1, SNB-2, SNB-2C, C45G, TC-45G, C45H, TC-45H, TC-45J (SNB-5), JRB-6, D18C, D18CT, and D18S (Serial Nos. A-1 through A-440 inclusive) airplanes with 1,500 hours' or more time in service.

Since immediate action is required in the interest of safety, compliance with the notice and public procedure provisions of the Administrative Procedures Act is not practicable, and good cause exists for making this amendment effective in less than thirty (30) days.

In consideration of the foregoing, and pursuant to the authority delegated to me by the Administrator (31 F.R. 13697), section 39.13 of Part 39 of the Federal Aviation Regulations is amended by adding the following new airworthiness directive:

BEECHCRAFT. Applies to Model C18S, AT-11, C-45, C45A, UC-45B, UC-45F, AT-7, AT-7A, AT-7B, AT-7C, JRB-1, JRB-2, JRB-3, JRB-4, SNB-1, SNB-2, SNB-2C, C45G, TC-45G, C45H, TC-45H TC-45J (SNB-5), JRB-6, D18C, D18CT, and D18S (Serial Nos. A-1 through A-440 inclusive) airplanes with 1500 hours' or more time in service.

Compliance required as indicated.

To detect cracks in the lower spar caps of the outboard wing panels, within the next 25 hours' time in service after the effective date of this AD, unless already accomplished, and thereafter at intervals of not to exceed 500 hours' time in service from the date of the last inspection, accomplish the following:

(a) Inspect, using X-ray method or FAA-approved equivalent, the elliptical lower spar caps of the outboard wing panels at two positions on each wing, one position located between a point 8 inches and a point 10 inches outboard of the center line of the wing hinge fitting, hereinafter referred to as Area 1, and the other position located between a point 14 inches and a point 21 inches outboard of the center line of the wing hinge fitting, hereinafter referred to as Area 2. X-ray inspections of Areas 1 and 2 must be conducted in accordance with MIL-STD-453. To accomplish the X-ray inspections of Areas 1 and 2 on each wing, position the film holder underneath the wing to cover the area being inspected and position the X-ray tube head on top of the wing perpendicular to the lower spar cap and offset from the vertical plane of the spar as necessary to provide good definition of the lower spar cap. For Area 1, tape the penetrameter to the top of the elliptical lower spar cap ½ to 1 inch outboard of the outboard edge of the boss located 7¼ inches from the center line of the hinge fitting. For Area 2, tape the penetrameter to the top of the elliptical lower spar cap ½ to 1 inch inboard of the weld at the intersection of the diagonal 181410-8 tube and the lower spar cap, located approximately 15 inches from the center line of the hinge fitting.

NOTE: X-ray equipment used for the inspection should be capable of penetrating three-eighths inch of steel with 2 percent sensitivity. A sufficient number of X-ray shots should be made of Areas 1 and 2 to provide good definition of the entire periphery of the spar cap elliptical tube. Information regarding X-ray equipment, film, film holders, and subsurface indications on X-rays which may have no structural significance can be obtained from Beechcraft Service Bulletins Nos. 64-15, 64-16, or 64-17.

(b) If cracks are found in either Area 1 or 2, replace with airworthy part prior to further flight.

(c) Operator shall send a completed Form FAA 1226 (Malfunction and Defects Report) to the local FAA GADO if cracks are detected.

This supersedes AD-48-16-1.

This amendment becomes effective upon publication in the FEDERAL REGISTER.

(Secs. 313(a), 601, 603, Federal Aviation Act of 1958; 49 U.S.C. 1354(a), 1421, and 1423)

Issued in Kansas City, Mo., on March 7, 1967.

EDWARD C. MARSH,
Director, Central Region.

[F.R. Doc. 67-2755; Filed, Mar. 10, 1967; 8:48 a.m.]

[Airspace Docket No. 66-EA-33]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Transition Area

On page 11760 of the FEDERAL REGISTER for September 8, 1966, the Federal Aviation Agency published proposed regulations which would alter the Jefferson, Ohio, 700-foot floor transition area.

The proposed regulation intended a single airspace reservation to cover the needs of traffic control in the terminal area of Jefferson, Ohio, above the Ashtabula-Jefferson Airport and Geneva, Ohio, above the Germack Airport. It has been determined that while the same amount of airspace is needed, that area above Germack Airport is needed only between sunrise and sunset. Therefore, the airspace dimensions while remaining the same are split into two separate airspace descriptions. This latter action is thus less restrictive than the proposal and need not be the subject of notice and procedure.

In answer to the proposed regulations, Mr. Woerner, owner of Woerner's Field objected to establishing the transition area over Germack Airport. Woerner Field is adjacent to Germack Airport and Mr. Woerner attests that during VFR operations there are conflictions between the traffic of the respective airports. He concludes that the conflictions will be heightened by the introduction of IFR traffic in the transition area.

The establishment of the instrument approach procedure to Germack Airport requires the establishment of a transition area to protect the approach. Mr. Woerner's objection to the transition area infers the potential violation of Federal Aviation Regulations by VFR and IFR aircraft operating in the same airspace. This Agency cannot derogate its responsibility to protect instrument approaches on such a supposition. Rather, it is assumed that the regulations will be obeyed.

In view of the foregoing, the proposed regulations are hereby adopted effective 0001 e.s.t., April 27, 1967, as follows:

1. Amend § 71.181 of Part 71 of the Federal Aviation Regulations so as to delete the description of the Jefferson, Ohio, 700-foot floor transition area and insert in lieu thereof the following:

JEFFERSON, OHIO

That airspace extending upward from 700 feet above the surface within a 5-mile

radius of the center, 41°45'15" N., 80°46'25" W., of the Ashtabula-Jefferson Airport, Jefferson, Ohio; and within 2 miles each side of the Jefferson, Ohio, VOR 061° radial extending from the 5-mile radius area to 8 miles NE of the VOR.

2. Amend § 71.181 of Part 71 of the Federal Aviation Regulations so as to establish a Geneva, Ohio, transition area described as follows:

GENEVA, OHIO

That airspace extending upward from 700 feet above the surface within a 5-mile radius of the center 41°46'40" N., 80°54'15" W., of Germack Airport, Geneva, Ohio, excluding that airspace that coincides with the Jefferson, Ohio, 700-foot floor transition area. This transition area shall be in effect from sunrise to sunset, daily.

(Sec. 307(a), Federal Aviation Act of 1958; 72 Stat. 749; 49 U.S.C. 1348)

Issued in Jamaica, N.Y., on February 27, 1967.

WAYNE HENDERSHOT,
Deputy Director, Eastern Region.

[F.R. Doc. 67-2689; Filed, Mar. 10, 1967; 8:45 a.m.]

[Airspace Docket No. 66-SO-79]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Transition Area

The purpose of this amendment to Part 71 of the Federal Aviation Regulations is to alter the Jackson, Tenn., transition area.

The Jackson transition area is described in § 71.181 (32 F.R. 2148). The portion of the airspace which extends upward from 1,200 feet above the surface is predicated on Federal airways V-11E, V-16, V-16N, and V-140S. Effective May 25, 1967, as specified in Airspace Docket No. 66-SO-64, V-11E between Memphis, Tenn., and Paducah, Ky., will be realigned; V-140S between Dyersburg and Nashville, Tenn., will be revoked; and a new V-16N airway segment between Memphis and Jacks Creek, Tenn., will be designated. Amendment of the transition area to reflect predication on appropriate airway boundaries is required concurrently with these changes.

This action incorporates airspace currently associated with airway segments into the Jackson transition area.

Realignment of the airway structure also eliminates the necessity for the transition area extension predicated on the McKellar VOR 212° radial.

Since this amendment lessens the burden on the public, notice and public procedure hereon are unnecessary.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended, effective 0001 e.s.t., May 25, 1967, as hereinafter set forth.

In § 71.181 (32 F.R. 2148) the Jackson, Tenn., transition area is amended to read:

JACKSON, TENN.

That airspace extending upward from 700 feet above the surface within a 9-mile radius of McKellar Field (latitude 35°35'55" N., longitude 88°54'55" W.); and that airspace extending upward from 1,200 feet above the surface within 8 miles E and 5 miles W of the McKellar VOR 208° radial, extending from the VOR to 12 miles SW; and that airspace bounded on the N by V-140, on the E and S by V-16N, and on the W by V-11E.

(Sec. 307(a), Federal Aviation Act of 1958; 49 U.S.C. 1348(a))

Issued in East Point, Ga., on March 2, 1967.

W. B. RUCKER,
Acting Director, Southern Region.

[F.R. Doc. 67-2690; Filed, Mar. 10, 1967; 8:45 a.m.]

[Airspace Docket No. 67-CE-34]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Transition Area

The purpose of this amendment to Part 71 of the Federal Aviation Regulations is to alter the Dubuque, Iowa, transition area.

The Dubuque, Iowa, transition area is presently designated as follows:

That airspace extending upward from 700 feet above the surface within a 7-mile radius of the Dubuque Municipal Airport (latitude 42°24'10" N, longitude 90°42'32" W), within 8 miles SW and 5 miles NE of the Dubuque VORTAC 321° radial, extending from the VORTAC to 12 miles NW, and within 8 miles NE and 5 miles SW of the Dubuque 126° radial extending from the VORTAC to 12 miles SE; and that airspace extending upward from 1,200 feet above the surface within an 18-mile radius of the Dubuque VORTAC.

Pursuant to Airspace Docket No. 65-CE-63 (30 F.R. 9761), effective September 16, 1965, the Dubuque, Iowa, transition area was redesignated in order to authorize the Chicago Air Route Traffic Control Center to provide radar vectoring services for aircraft operating to, from, and between Dubuque, Iowa, and Cedar Rapids, Iowa. Pursuant to Airspace Docket No. 66-CE-41 (31 F.R. 15236), effective February 2, 1967, the Dubuque, Iowa, transition area was redesignated to accommodate the relocation of the Dubuque VORTAC to a site on the Dubuque Municipal Airport and to provide controlled airspace protection for aircraft executing prescribed arrival, departure, and holding procedures in the Dubuque terminal area. In the latter redesignation, the controlled airspace necessary to permit the Chicago Air Route Traffic Control Center to perform the above-mentioned radar vectoring services to aircraft was inadvertently omitted.

Since no objections were received as a result of the Administrator's circularization of the proposals contained in Airspace Dockets Nos. 65-CE-63 and 66-CE-41, the omission in Airspace Docket No. 66-CE-41 was unintentional, and reinstatement of the omitted airspace is urgently required in order for Air Traffic Control to provide efficient air traffic radar vectoring services to aircraft operating to, from, and between Dubuque, Iowa, and Cedar Rapids, Iowa, any delay in making this amendment effective will be contrary to the public interest. For these reasons, the Administrator finds that a situation exists requiring immediate action in the public interest and that notice and public procedure hereon are impracticable, and good cause exists for making the amendment effective immediately.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended, effective immediately, as hereinafter set forth:

In § 71.181 (32 F.R. 2148), the Dubuque, Iowa, transition area is amended to read:

DUBUQUE, IOWA

That airspace extending upward from 700 feet above the surface within a 7-mile radius of the Dubuque Municipal Airport (latitude 42°24'10" N., longitude 90°42'32" W.), within 8 miles SW and 5 miles NE of the Dubuque VORTAC 321° radial, extending from the VORTAC to 12 miles NW of the VORTAC, and within 8 miles NE and 5 miles SW of the Dubuque 126° radial extending from the VORTAC to 12 miles SE of the VORTAC; and that airspace extending upward from 1,200 feet above the surface within an 18-mile radius of the Dubuque VORTAC, and that area bounded on the N by the S edge of V-100, on the E by the W edge of V-63, on the S by the N edge of V-172, on the W by the E edge of V-67, excluding the portions which coincide with the Cedar Rapids, Iowa, and Waterloo, Iowa, transition areas.

(Sec. 307(a), Federal Aviation Act of 1958; 49 U.S.C. 1348)

Issued in Kansas City, Mo., on March 3, 1967.

DANIEL E. BARROW,
Acting Director, Central Region.

[F.R. Doc. 67-2691; Filed, Mar. 10, 1967; 8:45 a.m.]

[Airspace Docket No. 66-SO-73]

PART 75—ESTABLISHMENT OF JET ROUTES

Alteration of Jet Route

On December 20, 1966, a notice of proposed rule making was published in the FEDERAL REGISTER (31 F.R. 16278) stating that the Federal Aviation Agency (FAA) was considering realignment of Jet Route No. J-71 from Memphis, Tenn., to Centralia, Ill.

Interested persons were afforded an opportunity to participate in the rule making through submission of comments. The only comment received was favorable.

In consideration of the foregoing, Part 75 of the Federal Aviation Regulations is amended, effective 0001 e.s.t., May 25, 1967, as hereinafter set forth.

Section 75.100 (32 F.R. 2341) is amended as follows:

1. In J-71 "INT of Memphis 354° and Centralia, Ill., 199° radials; Centralia;" is deleted and "Centralia, Ill.;" is substituted therefor.

(Sec 307(a), Federal Aviation Act of 1958; 49 U.S.C. 1348)

Issued in Washington, D.C., on March 6, 1967.

H. B. HELSTROM,
Chief, Airspace and Air Traffic Rules Division.

[F.R. Doc. 67-2692; Filed, Mar. 10, 1967; 8:45 a.m.]

Title 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 8720]

PART 13—PROHIBITED TRADE PRACTICES

Angus Freezer Meats, Inc., et al.

Subpart—Advertising falsely or misleadingly: § 13.85 *Government approval, action, connection or standards.* 13.85–60 Standards, specifications, or source. § 13.155 *Prices.* 13.155–10 Bait. § 13.175 *Quality of product or service.* Subpart—Misrepresenting oneself and goods—Goods: § 13.1645 *Government standards or specifications.* § 13.1715 *Quality.* Misrepresenting oneself and goods—Prices: § 13.1779 *Bait.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46, Interpret or apply sec. 5, 38 Stat. 719; as amended, 15 U.S.C. 45.) [Cease and desist order, Angus Freezer Meats, Inc., Trading As Black Angus Freezer Meats, etc., Washington, D.C., Docket 8720, Feb. 16, 1967]

In the Matter of Angus Freezer Meats, Inc., a Corporation, Trading as Black Angus Freezer Meats, Steakland Freezer Meats, Inc., a Corporation, Black Angus Freezer Meats of Virginia, Inc., a Corporation, and David W. Ewing, Individually and as an Officer of Said Corporations

Order requiring three affiliated meat dealers of Washington, D.C., Philadelphia, Pa., and Norfolk, Va., to cease using bait advertising, misrepresenting the grade and quality of their meat, falsely representing that their products are graded by the U.S. Department of Agriculture, and making other deceptive claims.

The order to cease and desist is as follows:

It is ordered, That respondents Angus Freezer Meats, Inc., a corporation trading as Black Angus Freezer Meats, or under any other name or names, and its officers; Steakland Freezer Meats, Inc., a corporation, and its officers; Black Angus Freezer Meats of Virginia, Inc., a corporation, and its officers; and David W. Ewing, individually and as an officer of said corporations, and respondents' agents, representatives, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale, or distribution of beef or other meat products, do forthwith cease and desist from:

A. Disseminating, or causing the dissemination of, any advertisement by means of the U.S. mails or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which advertisement represents, directly or by implication:

1. That any such products are offered for sale when such offer is not a bona fide offer to sell such products at the price or prices stated.

2. That beef offered at 29, 31, or 33 cents per pound, or at any other comparatively low price per pound, is "choice" or top quality meat; or that such beef has been so graded by the U.S. Department of Agriculture.

3. That the beef offered at the prices aforesaid consists primarily of sirloin, T-bone, roasts, porterhouse, or other top quality cuts of meat.

4. That the beef offered for sale comes entirely or primarily from the Black Angus breed of cattle: *Provided, however,* That it shall be a defense in any enforcement proceeding instituted under paragraphs 2, 3, or 4 of section A of this order for respondents to establish that the advertised beef conforms to the representations made.

5. That the beef or meat products offered for sale will be cut and trimmed at the convenience of the purchaser: *Provided, however,* That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that they in fact comply with such representation.

B. Disseminating, or causing the dissemination of, any advertisement by means of the U.S. mails or by any means in commerce, as "commerce", is defined in the Federal Trade Commission Act, which advertisement misrepresents in any manner the quality or grade of any beef or other meat product.

C. Discouraging the purchase of, or disparaging in any manner, any products which are advertised or offered for sale in advertisements disseminated or caused to be disseminated in commerce as "commerce" is defined in the Federal Trade Commission Act.

D. Disseminating, or causing to be disseminated, any advertisement by any means, for the purpose of inducing, or which is likely to induce, directly or indirectly, the purchase of respondents' products in commerce, as "commerce" is defined in the Federal Trade Commission Act, which advertisement contains any of the representations or misrepresentations prohibited in paragraphs A and B above.

By "Final Order" further order requiring report of compliance is as follows:

It is further ordered, That Angus Freezer Meats, Inc., a corporation, trading as Black Angus Freezer Meats; Steakland Freezer Meats, Inc., a corporation; Black Angus Freezer Meats of Virginia, Inc., a corporation; and David W. Ewing, individually and as an officer of said corporations, shall within sixty (60) days after service of this order upon them, file with the Commission a report in writing, signed by such respondents, setting forth in detail the manner and form of their compliance with the order to cease and desist.

Issued: February 16, 1967.

By the Commission.

[SEAL] JOSEPH W. SHEA, *Secretary.*

[F.R. Doc. 67-2696; Filed, Mar. 10, 1967; 8:45 a.m.]

[Docket No. C-1173]

PART 13—PROHIBITED TRADE PRACTICES

Custom Carpet Shop of Virginia and Floyd H. Charsky

Subpart—Advertising falsely or misleadingly: § 13.30 *Composition of goods.* 13.30–75 Textile Fiber Products Identification Act. § 13.73 *Formal regulatory and statutory requirements.* 13.73–90 Textile Fiber Products Identification Act. § 13.155 *Prices.* 13.155–40 Exaggerated as regular and customary. 13.155–70 Percentage savings. Subpart—Invoicing products falsely: § 13.1108 *Invoicing products falsely.* 13.1108–80 Textile Fiber Products Identification Act. Subpart—Misbranding or mislabeling: § 13.1185 *Composition.* 13.1185–80 Textile Fiber Products Identification Act. Subpart—Misrepresenting oneself and goods—Goods. § 13.1747 *Special or limited offers.* Misrepresenting oneself and goods—Prices: § 13.1805 *Exaggerated as regular and customary.* § 13.1825 *Usual as reduced or to be increased.* Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1845 *Composition.* 13.1845–70 Textile Fiber Products Identification Act. § 13.1852 *Formal regulatory and statutory requirements.* 13.1852–70 Textile Fiber Products Identification Act.

(Sec. 6, 38 Stat. 721; 15 U.S.C 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; 72 Stat. 1717; 15 U.S.C. 45, 70) [Cease and desist order, Custom Carpet Shop of Virginia et al., Arlington, Va., Docket C-1173, Feb. 17, 1967]

Consent order requiring an Arlington, Va., carpet dealer to cease making deceptive pricing and savings claims, misbranding the fiber content, and falsely advertising its textile fiber products.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondents Custom Carpet Shop of Virginia, a corporation, and its officers, and Floyd H. Charsky, individually and as an officer of the said corporation, and respondents' representatives, agents, and employees, directly or through any corporate or other device in connection with the advertising, offering for sale, sale, or distribution of rugs, carpets, floor coverings, or any other product in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing, directly or by implication, by use of the words "Sale," "Clearance," "special event," "factory closeout," "limited time only," or any other word or words of similar import that the price of any merchandise is a reduction from respondents' former offering price for said merchandise: *Provided, however,* That it shall be a defense in any enforcement proceeding instituted hereunder for the respondents to establish that the price at which said merchandise is being offered for sale constitutes a reduction, in an amount not so insignificant as to be meaningless

from the actual bona fide price at which such merchandise was offered to the public on a regular basis by respondents for a reasonably substantial period of time in the recent regular course of their business;

2. Representing, directly or by implication, that any offer is limited in point of time or in any manner: *Provided, however,* That it shall be a defense in any enforcement proceeding instituted hereunder for the respondents to establish that any represented limitation or restriction was actually imposed and in good faith adhered to;

3. Using the words "Save," "Savings," "reduced," or any other word or words of similar import in conjunction with a stated dollar or percentage amount of savings: *Provided, however,* That it shall be a defense in any enforcement proceeding instituted hereunder for the respondents to establish as a fact that the stated dollar or percentage amount of savings actually represents the difference between the offering price and the actual bona fide price at which such merchandise had been sold or offered for sale on a regular basis to the public by the respondents for a reasonably substantial period of time in the recent regular course of their business;

4. Using the words "Regular," "Reg," or any other word or words of similar import to refer to any amount which is in excess of the price at which such merchandise has been sold or offered for sale in good faith by respondents for a reasonably substantial period of time in the recent regular course of their business; or otherwise misrepresenting the price at which such merchandise has been sold or offered for sale by respondents;

5. Using the words "Special Package," "Package," "Combination," or any other word or words of similar import, either alone or in conjunction with an offering price: *Provided, however,* that it shall be a defense in any enforcement proceeding instituted hereunder for the respondents to establish that the offering price of said "Special Package," "Package," or "Combination" is a reduction, not so insignificant as to be meaningless, from the sum of the actual bona fide prices at which the items of the said package or combination were sold separately by the respondents on a regular basis for a reasonably substantial period of time in the recent regular course of their business;

6. Falsely representing, in any manner, that savings are available to purchasers or prospective purchasers of respondents' merchandise; or misrepresenting in any manner, the amount of savings available to purchasers or prospective purchasers of respondents' merchandise at retail.

It is further ordered, That respondents Custom Carpet Shop of Virginia, a corporation, and its officers, and Floyd H. Charsky, individually and as an officer of said corporation, and respondents' representatives, agents, and employees, directly or through any corporate or other device, in connection with the introduction, delivery for introduction, sale, advertising, or offering for sale, in commerce, or the transportation or causing to be transported in commerce, or the importation into the United States of any textile fiber product; or in connection with the sale, offering for sale, advertising, delivery, transportation, or causing to be transported, of any textile fiber product which has been advertised or offered for sale in commerce, or in connection with the sale, offering for sale, advertising, delivery, transportation, or causing to be transported, after shipment in commerce, of any textile fiber product whether in its original state or contained in other textile fiber products, as the terms "commerce" and "textile fiber product" are defined in the Textile Fiber Products Identification Act, do forthwith cease and desist from:

A. Misbranding textile fiber products by:

1. Falsely or deceptively stamping, tagging, labeling, invoicing, advertising, or otherwise identifying such products as to the name or amount of constituent fibers contained therein.

2. Failing to affix labels to such textile fiber products showing each element of information required to be disclosed by section 4(b) of the Textile Fiber Products Identification Act.

B. Falsely and deceptively advertising textile fiber products by:

1. Making any representations, directly or by implication, as to the fiber content of any textile fiber product in any written advertisement which is used to aid, promote, or assist, directly or indirectly, in the sale or offering for sale of such textile fiber product, unless the same information required to be shown on the stamp, tag, label, or other means of identification under section 4(b) (1) and (2) of the Textile Fiber Products Identification Act is contained in the said advertisement, in the manner and form required, except that the percentages of the fibers present in the textile fiber product need not be stated.

2. Setting forth information required under section 4(c) of the Textile Fiber Products Identification Act and the rules and regulations promulgated thereunder in abbreviated form.

3. Failing to set forth, in disclosing the required fiber content information as to floor coverings containing exempted backings, fillings, or paddings, that such disclosure relates only to the face, pile, or outer surface of such textile fiber products and not to the exempted backings, fillings, or paddings.

4. Using a fiber trademark in advertisements without a full disclosure of the required content information in at least one instance in the said advertisement.

5. Using a fiber trademark in advertising textile fiber products containing only one fiber without such fiber trademark appearing at least once in the advertisement, in immediate proximity and conjunction with the generic name of the fiber in plainly legible and conspicuous type.

It is further ordered, That the respondents herein shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

Issued: February 17, 1967.

[SEAL] JOSEPH W. SHEA, *Secretary.*

[F.R. Doc. 67-2697; Filed, Mar. 10, 1967; 8:46 a.m.]

[Docket No. 8702]

PART 13—PROHIBITED TRADE PRACTICES

Empeco Corp. et al.

Subpart—Advertising falsely or misleading: § 13.75 *Free goods or service.* § 13.155 *Prices.* 13.155–5 Additional charges unmentioned. 13.155–40 Exaggerated as regular and customary. § 13.260 *Terms and conditions.* Subpart—Misrepresenting oneself and goods—Goods: § 13.1625 *Free goods or services.* § 13.1760 *Terms and conditions.* Misrepresenting oneself and goods—Prices: § 13.1778 *Additional costs unmentioned.* § 13.1805 *Exaggerated as regular and customary.* Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1880 *Old, used, or reclaimed as unused or new.* § 13.1882 *Prices.* § 13.1905 Terms and conditions. Subpart—Offering unfair, improper and deceptive inducements to purchase or deal: § 13.2013 *Offers deceptively made and evaded.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended, 15 U.S.C. 45) [Cease and desist order, The Empeco Corp. et al., Washington, D.C., Docket 8702, Feb. 14, 1967]

In the Matter of The Empeco Corp., a Corporation, Doing Business as Empire Furniture and Appliance Co. and as Empire Home Equipment Co., and Allen C. Baverman, Individually and as an Officer of Said Corporation

Order requiring a Washington, D.C., furniture and appliance retailer to cease using various deceptive practices to induce its customers to sign sale contracts, making fictitious value claims, using deceptive offers of "free" merchandise, failing to disclose interest and other charges, and offering used articles as new.

The order to cease and desist is as follows:

It is ordered, That respondents The Empeco Corp., a corporation, doing business as Empire Furniture and Appliance Co. or as Empire Home Equipment Co., or under any other name, and its officers, and Allen C. Baverman, individually and as an officer of said corporation, and respondents' agents, representatives, and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale, or distribution of television sets, phonographs, household furniture, electrical appliances, or any other articles of merchandise, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing, directly or by implication, that respondents sell their merchandise with "No money down," or that respondents sell their merchandise without requiring a down payment or trade-in.

2. Representing, directly or by implication, that respondents arrange credit or installment payments as low as $2 weekly, or otherwise misrepresenting the amount of weekly or monthly credit or installment payments permitted or required by respondents.

3. Representing, directly or by implication, that any amount is the "worth" or the value of merchandise given with or included in the purchase of specified merchandise, unless substantial sales of such merchandise have been made in the recent regular course of business in the trade area where such representations are made at or in excess of the specified amount.

4. Representing, directly or by implication, that respondents give free or without cost, a watch, or any other article of merchandise, to callers who ultimately purchase respondents' merchandise.

5. Inducing or causing purchasers or prospective purchasers of respondents' merchandise to sign blank or partially completed conditional sale contracts, or any other contractual instruments.

6. Inserting or changing any prices or any other charges in contracts or other instruments, unless such prices or other charges were agreed upon or understood by the purchaser, and unless such insertions or changes were with the written permission of the purchaser or were initialed by the purchaser on the changed instrument.

7. Inducing or causing purchasers or prospective purchasers of respondents' merchandise to execute conditional sale contracts, promissory notes, or any other instruments by falsely representing that such contracts, notes, or other instruments are receipts acknowledging that merchandise has been placed in the purchaser's home for demonstration or approval purposes; or otherwise inducing or causing purchasers or prospective purchasers to execute conditional sale contracts, promissory notes, or any other instruments by misrepresenting the true nature or effect of such documents.

8. Failing or refusing to disclose the exact amount of the total purchase price of merchandise, including all interest, credit, or service charges, at the time the contract for the sale of such merchandise is executed by the purchaser or purchasers.

9. Inducing or causing a purchaser of respondents' merchandise to fabricate or simulate the signature of an absent member of the household, or any other person, upon a conditional sale contract or any other instrument.

10. Failing or refusing prior to execution thereof to disclose orally, and in writing with such conspicuousness and clarity as likely to be observed and read by purchasers and prospective purchasers, that the conditional sale contract and promissory note executed by such purchaser may at the option of respondents be negotiated or assigned to a finance company or other party to which the purchaser will be indebted.

11. Failing or refusing to supply purchasers of respondents' merchandise with a copy of the executed conditional sale contract, promissory note, or other agreement at the time of execution by the purchaser.

12. Representing, directly or by implication, that used merchandise is new; or selling any used merchandise which simulates or has the appearance of new merchandise without disclosing before consummation of the sale that such merchandise is used by conspicuously marking "used" on all written sales instruments, including invoices and sales contracts.

By "Final Order" further order requiring report of compliance is as follows:

It is further ordered, That respondents The Empeco Corp., a corporation, doing business as Empire Furniture and Appliance Co. or as Empire Home Equipment Co., or under any other name, and Allen C. Baverman, individually and as an officer of said corporation, shall, within sixty (60) days after service of this order upon them, file with the Commission a report in writing, signed by such respondents, setting forth in detail the manner and form of their compliance with the order to cease and desist.

Issued: February 14, 1967.

By the Commission.

[SEAL] JOSEPH W. SHEA, *Secretary.*

[F.R. Doc. 67-2698; Filed, Mar. 10, 1967; 8:46 a.m.]

[Docket No. C-1172]

PART 13—PROHIBITED TRADE PRACTICES

Groval Knitted Fabrics, Inc., and Fred Alcott

Subpart—Misbranding or mislabeling: § 13.1185 *Composition:* 13.1185-90 Wool Products Labeling Act. § 13.1212 *Formal regulatory and statutory requirements:* 13.1212-90 Wool Products Labeling Act. Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1852 *Formal regulatory and statutory requirements:* 13.1852-80 Wool Products Labeling Act.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended, secs. 2-5, 54 Stat. 1128-1130; 15 U.S.C. 45, 68) [Cease and desist order, Groval Knitted Fabrics, Inc., et al., New York, N.Y., Docket C-1172, Feb. 17, 1967]

In the Matter of Groval Knitted Fabrics, Inc., a Corporation, and Fred Alcott, Individually and as an Officer of the Said Corporation

Consent order requiring a New York City jobber of piece goods which also operates a dyeing and finishing plant in Manchester, N.H., to cease misrepresenting the fiber content of its wool products.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondents Groval Knitted Fabrics, Inc., and its officers, and Fred Alcott, individually and as an officer of said corporation, and respondents' representatives, agents and employees, directly or through any corporate or other device, in connection with the introduction, or manufacture for introduction, into commerce, or the offering for sale, sale, transportation, distribution, delivery for shipment or shipment, in commerce, of wool products, as "commerce" and "wool product" are defined in the Wool Products Labeling Act of 1939, do forthwith cease and desist from misbranding such products by:

1. Falsely and deceptively stamping, tagging, labeling, or otherwise identifying such products as to the character or amount of the constituent fibers contained therein.

2. Failing to securely affix to, or place on, each such product a stamp, tag, label, or other means of identification showing in a clear and conspicuous manner each element of information required to be disclosed by section 4(a)(2) of the Wool Products Labeling Act of 1939.

It is further ordered, That the respondents herein shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

Issued: February 17, 1967.

By the Commission.

[SEAL] JOSEPH W. SHEA, *Secretary.*

[F.R. Doc. 67-2699; Filed, Mar. 10, 1967; 8:46 a.m.]

Title 20—EMPLOYEES' BENEFITS

Chapter II—Railroad Retirement Board

PART 395—PLAN OF OPERATION DURING A NATIONAL EMERGENCY

Fiscal Functions

Pursuant to the general authority contained in section 10 of the act of June 24, 1937 (50 Stat. 314, as amended; 45 U.S.C. 228j), and section 12 of the act of June 25, 1938 (52 Stat. 1107, as amended; 45 U.S.C. 362), § 395.6(b) (2) and (3) of Part 395 of the Regulations under such acts are amended by Board Order 67-29, dated March 1, 1967, as follows:

§ 395.6 Personnel, fiscal, and service functions.

* * * * *

(b) *Fiscal.* * * *

(2) In a national emergency, incumbents of the following positions are hereby authorized to appoint emergency certifying officers:

Chief Executive Officer.
Director, Office of Budget and Fiscal Operations.
Director, Bureau of Retirement Claims.
Director, Bureau of Unemployment and Sickness Insurance.
Regional Directors, or
Deputy Regional Directors.

* * * * *

(3) In a national emergency, incumbents of the following positions are designated as emergency cashiers and are authorized to receive and disburse cash for emergency administrative needs of the Board:

Cashiers	*Alternates*
Chairman of the Board.	Director, Bureau of Retirement Claims. Director, Bureau of Unemployment and Sickness Insurance.
Management Member of the Board.	Labor Member of the Board. Director, Office of Budget and Fiscal Operations.
Chief Executive Officer.	None.
Regional Director:	
Atlanta	Deputy Regional Director.
New York	Do.
Cleveland	Do.
Chicago	Do.
Dallas	Do.
Kansas City	Do.
San Francisco	Do.
District Manager:	
Seattle	Occupant of Position No. 7751–26.

* * * * *

Dated: March 7, 1967.

By Authority of the Board.

LAWRENCE GARLAND,
Secretary of the Board.

[F.R. Doc. 67–2715; Filed, Mar. 10, 1967; 8:48 a.m.]

Title 32—NATIONAL DEFENSE

Chapter VII—Department of the Air Force

SUBCHAPTER W—AIR FORCE PROCUREMENT INSTRUCTIONS

MISCELLANEOUS AMENDMENTS TO SUBCHAPTER

Subchapter W of Chapter VII of Title 32 of the Code of Federal Regulations is amended as follows:

PART 1001—GENERAL PROVISIONS

1. In § 1001.1306, paragraph (c) is revised to read as follows:

Subpart M—Transportation

§ 1001.1306 Consignment and marking instructions.

* * * * *

(c) The contract, purchase order, or delivery order number will be made a part of each shipping address as shown in the sample below. This will expedite identification of shipments received by a consignee:

Transportation Officer, MOAMA (MOST), Marked for: AFD 2010 FSC 6740, F33601–67–C–1001, Brookley AFB, Ala. 36615.

* * * * *

PART 1003—PROCUREMENT BY NEGOTIATION

2. In § 1003.215–51, paragraphs 2 and 4 of the clause are revised; § 1003.250 is deleted; §§ 1003.605–3, 1003.605–7, and 1003.605–8 are added; in § 1003.607–2, paragraph (a) (1) (iv) is revised and paragraph (c) (2) (vii) is deleted; in § 1003.607–4, paragraph (f) is deleted; § 1003.608–2 is deleted; Subpart H is revised; and Subpart T is deleted. These sections now read as follows:

Subpart B—Circumstances Permitting Negotiation

§ 1003.215–51 Format.

* * * * *

DEPARTMENT OF THE AIR FORCE

INDIVIDUAL DETERMINATIONS AND FINDINGS

Authority To Negotiate Contract

* * * * *

2. I hereby find that the proposed procurement was solicited by advertising under Invitation for Bid F17600–67–B–1001, August 1, 1967. The only bid received offered a lump price of $268,660 for basic bid and $244,660 for alternate bid, which were considerably higher than the estimated project price. This difference is considered excessive as it exceeds the highest project estimated price by over $100,000.

* * * * *

4. Upon the basis of the determinations and findings above, I hereby authorize the negotiation of a contract for this procurement pursuant to 10 U.S.C. 2304(a) (15), provided that prior notice of intention to negotiate, and a reasonable opportunity to negotiate, be given to each responsible bidder who submitted a bid in response to the invitation for bids, the negotiated prices be lower than the lowest rejected bids of a responsible bidder, as determined above, and the negotiated prices be the lowest negotiated prices offered by a responsible contractor.

§ 1003.250 Citation of law. [Deleted]

Subpart F—Small Purchases

§ 1003.605–3 Establishment of blanket purchase agreements.

(a) through (c) No implementation.

(d) *Accounting data.* The accounting and finance office will be furnished information on obligation of funds by one of the following methods:

(1) A copy of AFPI Form 3F, Blanket Purchase Agreement Call Register, or mechanically prepared registers showing the totals of the appropriations obligated and signed by the contracting officer will be furnished at the end of each month.

(2) Where the procurement office uses DD Form 250, DD Form 1155, or informal correspondence as a call document a copy of the document may be signed by the contracting officer and furnished daily or periodically during the month.

(3) When DD Form 1348–1 is used as a record of the call, sufficient copies will be furnished to supply to record the obligation in the computer.

(e) No implementation.

(f) *Description of agreement.* When the BPA is limited to specific items on a price list, include a statement that the supplier will furnish firm price lists periodically as required by the contracting officer.

§ 1003.605–7 Review procedures.

The contracting officer or his designated representative will review the BPA files at least semiannually to assure that authorized procedures are being followed and that calls are placed according to the terms of the BPA and applicable price lists.

§ 1003.605–8 Prepriced BPA's.

Responsibility for the function of placing calls against BPA's rests with the procurement office. Nevertheless, decentralization of this function is permitted with certain requiring activities when prepriced BPA's are used. Individuals assigned to the commissary, hospital, service academy cadet stores, research laboratories, or isolated off-base activities, only, may be authorized to place calls against prepriced BPA's under the following conditions:

(a) The contracting officer will establish firm unit prices by negotiating prices or price lists for specific periods of time from each BPA holder. Where multiple BPA's are utilized for the same items, the contracting officer will determine whether prices are fair and reasonable and notify the requiring activity of the items to be ordered from each BPA holder. Price lists will be obtained in duplicate, the original retained in the original BPA file and the duplicate forwarded to the activity designated to place calls. The duplicate will identify the items to be purchased from the price list by means of check marks circling item numbers, or ruling out inapplicable items. It will also be stamped or marked "Approved" and signed by the contracting officer. When the items required are only available from a sole source, a sole source justification by the contracting officer will be placed in the BPA file to justify all calls made in excess of $250.

(b) The requiring activity will place calls only against the approved price lists. If it becomes necessary to order items from other than those items previously cleared on the approved price list because of delivery or other reasons, the call will be approved verbally by the contracting officer and the requiring activity will document the call file to justify this action. Requiring activities will not negotiate or solicit prices. Requests for items not on a price list will be submitted to the contracting officer for separate procurement action or addition of the item to the price list. Records of calls will be maintained as required by the contracting officer for control of funds and procurement reports. Any problems with BPA holders will be referred to the contracting officer for necessary action.

§ 1003.607–2 Establishment of imprest funds.

(a) (1) * * *

(iv) Research laboratories or highly technical functions subject to prior written approval of the major command of the host base.

* * * * *

(c) * * *

(2) * * *

(vii) [Deleted]

* * * * *

§ 1003.607–4 Procedures.

* * * * *

(f) [Deleted]

§ 1003.608–2 Order for supplies or services (DD Forms 1155, 1155r, 1155c, 1155c–1, and 1155s). [Deleted]

Subpart H—Price Negotiation Policies and Techniques

Sec.

AUTHORITY: The provisions of this Subpart H issued under sec. 8012, 70A Stat. 488, secs. 2301–2314, 70A Stat. 127–133; 10 U.S.C. 8012, 2301–2314.

Subpart H—Price Negotiation Policies and Techniques

§ 1003.807–6 Refusal to provide cost or pricing data.

When the situation described in Subchapter A, Chapter I of this title applies and the contracting officer and the commander of the local activity have exhausted all means available to them to secure the required data, the case will be referred to AFSC (SCKPF) or AFLC (MCPPP), as appropriate. Referral will include the following information in the sequence listed.

(a) Contract, RFP or Purchase Request No., including Supplemental Agreement No., if applicable.

(b) A concise description of supplies or services being procured.

(c) Any outside influences and the time pressures affecting the procurement.

(d) Complete name and location of the company.

(e) Complete description of the data (§ 3.807–3 of this title) the contractor refuses to submit.

(f) List of previous procurements including contractor, contract No., quantities, performance dates, and basis of award for each.

(g) Information required by § 3.807–6(a) of this title. This will include the names and titles of the contractor personnel contacted and the Government personnel making the contact. This will also include an explanation of the company's position; i.e., basis for refusal to furnish cost or pricing data, and the submission of pertinent company correspondence. Special attention should be given to local activity commander's action to resolve the problem.

(h) Information required by § 3.807–6(b) of this title.

(i) Information required by § 3.807–6(c) of this title.

(j) Information required by § 3.807–6(d) of this title.

(k) Summary statement as to the nature of approval action being requested.

§ 1003.850 Special pricing instructions.

§ 1003.850–2 Prenegotiation conferences and briefings.

(a) When, in any procurement cycle, a meeting is held with the contractor to reach agreement upon terms and conditions of a proposed contract or upon adjusted price on an existing contract, meeting will be preceded by a prenegotiation conference of Government's negotiating team. Purpose of this meeting will be to: (1) Discuss proposal in detail to achieve full understanding, (2) to express opinions and discuss problems that have developed during review and analysis of proposal, and (3) to determine unified negotiation objectives and a course of action to be followed during conference with contractor.

(b) Those to whom the authority to manually approve contracts has been delegated (§ 1001.455 of this subchapter) by the Director of Procurement and Production, Hq AFLC, or the Deputy Chief of Staff, Procurement and Production, Hq AFSC, will establish a system for briefings by AF negotiating team after negotiation objectives have been firmed but before conclusion of negotiation conference.

(c) Although the basic requirement for prenegotiation reviews is established within paragraph (b) of this section, detailed procedures will be determined locally. Briefings are considered appropriate in the following situations:

(1) A new contract follows contract(s) where contractor's performance has been unsatisfactory.

(2) A new procurement substantially increases a contractor's annual sales and production volume.

(3) Costs have increased susbtantially beyond those originally estimated.

(4) Items procured have performed poorly and required modification and retrofit.

(5) Performance indicates justification for additional or reduced profit.

(6) The procurement obligates a significant portion of the organization's budget.

§ 1003.850–3 Pricing of fixed-price type maintenance, overhaul, and modification contracts.

(a) In those maintenance, overhaul, and modification contracts where services and indirect materials are procured on a fixed-price basis and it is agreed that contractor will furnish, as needed, certain direct materials and parts on a cost-reimbursement basis, profit consideration in the fixed price portion will represent reasonable reward for the total contract effort. Subsequent reimbursement for contractor-furnished direct materials or parts will be limited to direct material costs. Reasonable and allocable material handling costs may be included in the charge for direct materials at cost to the extent they are clearly excluded from the fixed price for services and indirect materials. (See § 1007.4503–3(b)(1) of this subchapter for contract clause and § 15.205–22(e) of this title for discussion of pricing intercompany sales or transfers of materials.)

(b) In sole source procurements and procurements where manufacturer of item being repaired is quoting in competition with contractors who must procure parts from the manufacturer to perform, exception to procedure outlined in paragraph (a) of this section is appropriate if review and negotiation reveals that compliance would prohibit an award at lowest overall price to Government, all factors considered. Under these conditions only, it may be agreed in advance to reimburse contractor at a later date for costs and, in addition, for profit considerations applicable to furnishing direct materials and parts. However, in multiple source situation described, all sources must first be given an opportunity to requote on revised basis. Whenever such prospective agreement is reached, the contract must reflect the intent of both parties.

(c) Paragraph (a) of this section does not apply to contract changes authorizing the contractor to procure or fabricate direct materials or parts that were previously designated as Government-furnished. Such a change increases contract scope originally contemplated and payment of additional profit is appropriate.

§ 1003.850–4 Savings clauses.

Contractual savings clauses identify specific cost elements not considered in negotiating price or estimated cost, but which may be recognized at some future date. Subsequent recoupment will be limited to costs only and all savings clauses will include a statement to this effect.

Subpart T—Repricing of Fixed-Price Contracts Providing for Price Determination or Incentive Revision of Price, and Reporting of Cost and Price Data [Deleted]

PART 1004—SPECIAL TYPES AND METHODS OF PROCUREMENT

3. Subpart A is deleted; in § 1004.302–50, the material in subparagraph (3) of paragraph (b) is deleted; and § 1104.2103 is revised as follows:

Subpart A—Procurement of Construction [Deleted]

Subpart C—Contracts for Preparation of Household Goods for Shipment, Government Storage and Related Services

§ 1004.302–50 BDO procedure.

* * * * *

(b) * * *

(3) [Deleted]

* * * * *

Subpart U—DOD Non Temporary Storage Contracts

§ 1004.2103 Switching or trackage agreements and delivery orders for packing and crating services.

The warrant of the contracting officer located in the transportation office pursuant to § 1004.2102(a) may include authority to: (a) Execute switching agreements according to paragraph 102011C and appendix IX, AFM 75–2, and (b) place calls and execute delivery orders on DD Form 1155 for packing and crating services against existing requirements contracts.

PART 1007—CONTRACT CLAUSES

4. Section 1007.3706 is revised; in § 1007.3706–3, the clause in paragraph (a) is revised; in § 1007.3706–4, paragraph (a) of the clause is revised; §§ 1007.4015 and 1007.4016 are revised; § 1007.4021 is deleted; and in § 1007.4048, paragraph (d) of the clause in paragraph (a) is revised. These sections now read as follows:

Subpart KK—Clauses and Arrangements for Negotiated Utility Service Contracts

§ 1007.3706 Required clauses and arrangements; contracts for more than $2,400.

The following clauses and provisions will be inserted in all negotiated utility service contracts which involve a connection charge, termination charge, or are for an estimated annual cost of more than $2,400, or both. In addition to the requirements for approval in § 1001.455 of this subchapter, utility service contracts for a period "extending beyond the current fiscal year" submitted for approval as specified in § 1001.461 of this subchapter. See AFR 91–5 (Utility Services) for administrative procedures for review of utility service contracts.

§ 1007.3706–3 Rates for service.

(a) * * *

RATES FOR SERVICE (OCTOBER 1960)

Rates established under this contract shall be subject to regulation in the manner and to the extent prescribed by law by any Federal, State, or local regulatory agency having jurisdiction. The Contractor agrees to give the Contracting Officer written notice of the filing of an application for rate changes concurrently with the filing of the application. Such notice shall fully describe proposed rate change. If during the term of this contract the public regulatory agency having jurisdiction approves rates that are higher or rates that are lower than those stipulated herein, for customers with similar conditions of service or of the same service classification, the Contractor agrees to continue to furnish service as stipulated in this contract and the Government agrees to pay for such service at the higher or lower rates from after the date when such rates are made effective. In the event that the regulatory agency promulgates any regulation concerning other than rates which affect this contract, the Contractor shall immediately notify the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

* * * * *

§ 1007.3706–4 Application of most favorable rates.

(OCTOBER 1960)

(a) The Contractor hereby declares that the rates applicable to the service furnished under this contract are not in excess of the lowest rates available to any prospective customer under similar conditions of the same classification and agrees that during the life of this contract the Government shall continue to be billed at the lowest available rate for similar conditions of service.

* * * * *

Subpart NN—Special Clauses

§ 1007.4015 Dimensional control requirements for equipment.

Any fixed price contract which calls for delivery of supplies may include the following clause.

DIMENSIONAL CONTROL REQUIREMENTS FOR EQUIPMENT (DECEMBER 1966)

The Contractor in the dimensional control of the articles to be inspected under this contract is required to use any jigs, fixtures and other positioning devices and appliances such as numerically controlled manufacturing or inspection equipment which are essential for the fabrication and inspection of the articles. Such jigs, fixtures or other devices may be of a temporary nature for experimental type articles but shall be adequate to maintain the dimensions called for in the applicable drawing and for the quantity specified.

§ 1007.4016 Approved airfields.

In fixed-price contracts for aircraft requiring flyaway, the following clause may be included.

APPROVED AIRFIELDS (DECEMBER 1966)

Unless otherwise provided herein, any airfield or fields [or heliports] to be used by the contractor or the Government for flight acceptance of aircraft in accordance with the provisions of this contract must meet minimum standards which will insure the safe operation of the aircraft in accordance with the applicable flight manual and must be approved in writing by the Government.

§ 1007.4021 Production sample test. [Deleted]

§ 1007.4048 Safety precautions for all types of dangerous materials.

(a) * * *

SAFETY PRECAUTIONS FOR DANGEROUS MATERIALS (NOVEMBER 1964)

* * * * *

(d) Insofar as applicable to contract or subcontract work or services hereunder, requirements of the following exhibits are hereby invoked: MIL–STDs 129D, to the extent called out by MIL–L–9931, 130B to the extent called out by MIL–L–9931, 444 and 709; MIL–STD–1167, MIL–STD–1168, and MIL–L–9931; AF to 11A–1–47; ICC Regulations T. C. George's Tariff No. 19; Freund's Tariff No. 12, Motor Carrier Explosives and Dangerous Articles Tariff; Restricted Articles Tariff No. 6D (including ATB No. 37 and CAB No. 82); U.S. Coast Guard Regulations and Federal Aviation Agency Regulations.

* * * * *

PART 1013—GOVERNMENT PROPERTY

5. In § 1013.2103–4, the notation in paragraph (b) (4) is changed to read as follows:

Subpart U—Adjustment of Discrepancies Incident to the Shipment of Government Property

§ 1013.2103–4 Reply to AF Form 672.

* * * * *

(b) * * *

(4) * * *

Shipped for _____
(Repair, rework, modification, replacement, etc.)
at no cost to the Government. Rejection No. F33600–67–C–0001–R1.

* * * * *

PART 1016—PROCUREMENT FORMS

Subpart B—Forms for Negotiated Procurement

§ 1016.202 [Amended]

6. In § 1016.202, the parenthetical reference in the last line is changed to read "(13 CFR 121.3–8)."

7. A new paragraph (c) is added to § 1016.207–50, and § 1016.207–56 is revised to read as follows:

§ 1016.207–50 Price redetermination forms (AFPI Forms 4A and 4B).

* * * * *

(c) AFPI Form 4C, "Report of Incentive Contracts Workload and Delinquent Incentive Contracts."

§ 1016.207–56 Request for price analysis (AFPI Form 4).

AFPI Form 4 may be used in submitting requests for specialized cost assistance (see § 3.801–2 of this title).

PART 1054—CONTRACT ADMINISTRATION

8. In § 1054.3004, paragraph (a) (3) (iii) is revised to read as follows:

Subpart DD—Administration of Base Procurement Contracts

§ 1054.3004 Contract administration procedures.

(a) * * *

(3) * * *

(iii) Action against habitual delinquent contractors involving other supply contracts and delivery orders will be essentially as outlined in subdivision (ii) of this subparagraph to establish conclusive evidence of habitual delinquency and then consideration will be given to possible debarment action pursuant to § 1.604 of this title and § 1001.604 of this subchapter.

* * * * *

(Sec. 8012, 70A Stat. 488, secs. 2301–2314, 70A Stat. 127–133; 10 U.S.C. 8012, 2301–2314)
[AFPI Revision No. 73, Dec. 29, 1966]

By order of the Secretary of the Air Force.

LUCIAN M. FERGUSON,
Colonel, U.S. Air Force, Chief, Special Activities Group, Office of The Judge Advocate General.

[F.R. Doc. 67-2687; Filed, Mar. 10, 1967; 8:45 a.m.]

Title 38—PENSIONS, BONUSES, AND VETERANS' RELIEF

Chapter I—Veterans Administration

PART 21—VOCATIONAL REHABILITATION AND EDUCATION

Educational Assistance

1. In § 21.3032(a), subparagraph (3) is amended to read as follows:

§ 21.3032 Time limits.

(a) *Completion of claim.* * * *

(3) *Reopening.* Where an application has been considered abandoned under subparagraph (2) of this paragraph, any subsequent communication from the parent, guardian or eligible person requesting a program of education will be considered a new application. The date of receipt of such later communication will be considered the date of application. Educational assistance or special restorative training allowance may not be paid, however, for any period prior to the date the eligible person reports for counseling.

* * * * *

2. In § 21.4135, paragraph (n) is amended and paragraph (u) is added to read as follows:

§ 21.4135 Discontinuance dates.

* * * * *

(n) *Active duty* (*§§ 21.4136(c) and 21.3042*). Day before entrance on active duty. (Does not apply to brief periods of active duty for training if school permits such absence without interruption of training; however, where course does not lead to standard college degree, the absence must be reported as required by § 21.4205.)

* * * * *

(u) *Except as otherwise provided.* On basis of facts found.

3. In § 21.4200, paragraph (b) is amended to read as follows:

§ 21.4200 Definition.

* * * * *

(b) *Divisions of the school year.* (1) "Ordinary school year," a period of 2 semesters or 3 quarters which is not less than 30 nor more than 39 weeks in total length.

(2) "Term," any regularly established division of the ordinary school year under which the school operates.

(3) "Quarter," a division of the ordinary school year, usually a period from 10 to 13 weeks long.

(4) "Semester," a division of the ordinary school year, usually a period from 15 to 19 weeks long.

(5) "Summer quarter," (term or session), the whole of the summer period of instruction specified for the course in which the veteran or eligible person is enrolled, without regard to any divisions of such a period which may be made by the institution for administrative or other purposes.

4. In § 21.4233(b), subparagraphs (1) and (2) are amended to read as follows:

§ 21.4233 Combination.

* * * * *

(b) *Concurrent enrollment.* * * *

(1) Where the standards for measurement of the course pursued concurrently in the two schools are different, the extent of the course will be determined by converting the measurement of courses in the second school to its equivalent in value to the measurement required for full-time courses in the primary institution; e.g., school courses on a clock-hour basis converted to its equivalent in value to semester hours of credit will be 0.56 semester credits (14÷25) or 0.46 semester credits (14÷30), as applicable, for each clock hour of attendance.

(2) Periodic certifications of training will be required from the veteran and each of the schools where concurrent enrollment is approved in a course which does not lead to a standard college degree (see §§ 21.4203 and 21.4204).

* * * * *

5. In § 21.4252, paragraph (a) is amended to read as follows:

§ 21.4252 Courses precluded.

(a) *Bartending, dancing, and personality development.* Enrollment will not be approved in any bartending, dancing, or personality development course. The prohibition against approval of a dancing course is applicable to ballroom dancing and other avocational or recreational courses. It does not, however, preclude approval of a dancing course which is pursued in connection with and is a minor part of a physical education or dramatic arts program in an institution of higher learning.

* * * * *

6. In § 21.4253(f), the introductory portion immediately preceding subparagraph (1) is amended to read as follows:

§ 21.4253 Accredited courses.

* * * * *

(f) *Business schools.* Any business course in a 1- or 2-year business school approved by the State approving agency will be accepted as an accredited course when all of the following conditions are met:

* * * * *

7. In § 21.4258, paragraph (b) is added to read as follows:

§ 21.4258 Notice of approval.

* * * * *

(b) For institutions of higher learning, the letter of approval may identify approved courses and subjects by reference to page numbers in the school catalog or bulletin in lieu of a listing by name as required in paragraph (a)(4) of this section.

8. In § 21.4260(b), subparagraph (1) is amended to read as follows:

§ 21.4260 Courses in foreign countries.

* * * * *

(b) *Chapter 35.* * * *

(1) The subjects to be taken at the foreign school are an integral part of and fully creditable toward the satisfactory completion of an approved course in which the eligible person is enrolled in an institution of higher learning (hereafter in this paragraph referred to as his principal school) which is located in a State or in the Republic of the Philippines.

* * * * *

(72 Stat. 1114; 38 U.S.C. 210)

These VA regulations are effective the date of approval.

Approved: March 6, 1967.

By direction of the Administrator.

[SEAL] CYRIL F. BRICKFIELD,
Deputy Administrator.

[F.R. Doc. 67-2705; Filed, Mar. 10, 1967; 8:47 a.m.]

Title 41—PUBLIC CONTRACTS AND PROPERTY MANAGEMENT

Chapter 9—Atomic Energy Commission

PART 9-4—SPECIAL TYPES AND METHODS OF PROCUREMENT

Contracts and Subcontracts Utilizing Enriched Uranium (Nonsection 53)

1. Section 9-4.000-50, *Policy, AEC contractors,* is revised to read as follows:

§ 9-4.000-50 Policy, AEC contractors.

The following portions of this part constitute specific provisions which the contracting officer shall bring to the attention of AEC contractors, where applicable, for appropriate action.

Section or subpart	*Subject*
AECPR:	
9-4.5008	"Representation" for use in subcontracts and purchase orders and prime contractor holding statutory indemnity agreement.
9-4.54	Contracts and Subcontracts Utilizing Enriched Uranium (nonsection 53).

2. The following subpart is added:

Subpart 9-4.54—Contracts and Subcontracts Utilizing Enriched Uranium (Nonsection 53)

Sec.

9-4.5400	Scope of subpart.
9-4.5401	Use of supply agreement.
9-4.5402	Contract article covering enriched uranium.
9-4.5403	Invitations for bids and requests for proposals.
9-4.5404	Contracts and subcontracts for fabrication, conversion, and scrap recovery.

AUTHORITY: The provisions of this Subpart 9–4.54 issued under sec. 161, Atomic Energy Act of 1954, as amended, 68 Stat. 948, 42 U.S.C. 2201; sec. 205, Federal Property and Administrative Services Act of 1949, as amended, 63 Stat. 390, 40 U.S.C. 486.

Subpart 9–4.54—Contracts and Subcontracts Utilizing Enriched Uranium (Nonsection 53)

§ 9–4.5400 Scope of subpart.

This subpart sets forth the policies and procedures of the Atomic Energy Commission for furnishing enriched uranium under a supply agreement for use under AEC fixed-price contracts or subcontracts in any tier (when the contractor or subcontractor is licensed by AEC to possess and use the enriched uranium), which call for the production of enriched uranium products, including fabrication and conversion, for Government use. This subpart also sets forth policies limiting the use of cost-type contracts and subcontracts (where all higher-tier arrangements are cost-type) for such purposes, as well as for scrap recovery services.

§ 9–4.5401 Use of supply agreement.

(a) Enriched uranium (nonsection 53) shall be furnished under AEC fixed-price prime contracts and fixed-price subcontracts subject to this subpart only pursuant to a supply agreement in the form set forth in AECPR 9–16.5002–15. Such agreement shall be executed and administered by the AEC Oak Ridge Operations Office, Post Office Box E, Oak Ridge, Tenn. 37830.

(b) Any exception to the financial responsibility of contractors and subcontractors for Government-furnished enriched uranium provided for in the standard contract article in AECPR 9–4.5402 and in the supply agreement in AECPR 9–16.5002–15 shall be made only with the approval of the Director, Division of Contracts, Headquarters.

§ 9–4.5402 Contract article covering enriched uranium.

Fixed-price contracts and fixed-price subcontracts involving enriched uranium to be furnished to the contractor or subcontractor pursuant to the supply agreement referred to in § 9–4.5401 shall include an article substantially as follows:

STANDARD CONTRACT ARTICLE COVERING SPECIAL NUCLEAR MATERIAL (ENRICHED URANIUM)

(a) Except as otherwise agreed, all enriched uranium used in the performance of this contract shall be material owned by the AEC which is obtained under a standard AEC Supply Agreement for nonsection 53 Material (hereinafter referred to as the "Supply Agreement").

(b) The contractor shall be responsible for obtaining the special nuclear material (enriched uranium) required in the performance of this contract, including making arrangements for and/or execution of a Supply Agreement to enable the contractor and all subcontractors to order and possess enriched uranium for the purposes of this contract. Except as otherwise provided in this contract, the terms and conditions of the Supply Agreement shall govern with respect to all special nuclear material utilized, or to be utilized, in the performance of this contract. The Government shall not be responsible for any delays or liable for any damages resulting from the contractor's failure or inability to obtain such material; or resulting from cancellation of said Supply Agreement. If enriched uranium required in the performance of this contract is furnished by the Commission under the Supply Agreement, and if the term of such Supply Agreement would otherwise expire during the period of performance of this contract, the Commission may extend the term of the Supply Agreement to permit use of such material for completion of performance of work under this contract, or will make other arrangements to furnish such material pursuant to this contract.

(c) Nothing herein shall require the contractor to assume lease responsibility for any special nuclear material which is otherwise subject to and covered by a Supply Agreement.

(d) The Contracting Officer will furnish to the contractor and/or subcontractors, upon compliance with (e)(1) below, credit memoranda equal to the total amount of use charge credits provided for in this contract, which, subject to the conditions hereinafter provided, may be utilized in payment of use charges due or which may become due for special nuclear material pursuant to a Supply Agreement.

(e) The conditions applicable to the issuance and redemption of use charge credit memoranda are:

(1) The contractor shall submit applications for all use charge credits for the performance of work under this contract, and each such application shall specify the Supply Agreement number to which the credit is to be issued. The contractor shall certify in each such application that it pertains to work under this contract and is true and correct to the best of his knowledge and belief. If such credit or a portion thereof is to be issued to a subcontractor under this contract, the contractor shall specify in his application the amount of such credit and the Supply Agreement number and subcontractor to which the credit is to be issued.

(2) Except as provided in this paragraph, credit memoranda will be issued upon completion of the contract work. Where the contract includes a partial or progress payments clause, a credit memorandum will be given, if proper application is made, for use charges incurred with respect to material used under this contract for the period covered by such partial or progress payment. Where billings are made for use charges on material used in the performance of work under this contract prior to completion of the contract or before partial or progress payments are due, a credit memorandum for the amount of use charge incurred with respect to material used under this contract will be given if proper application is made.

(3) The amount of use charge credit provided for in this contract will be adjusted to reflect any changes in the Commission's published base charges and use charge rates for enriched uranium during the performance of this contract.

(4) The credit memoranda provided for in this article may be used only by the person to whom issued in payment of use charges due from such person under a Supply Agreement. It is expressly understood and agreed that such credit memoranda are not negotiable; may not be transferred to or utilized by any other person; and are not redeemable in cash. They may not be used in payment of any charges due under any other agreement for special nuclear material; nor in payment of any other obligation to the Government.

§ 9–4.5403 Invitations for bids and requests for proposals.

Invitations for bids or requests for proposals which will result in a fixed-price contract or fixed-price subcontract involving enriched uranium to be furnished under the Supply Agreement referred to in § 9–4.5401 shall contain as a term or condition of such invitation to bid or request for proposals the following paragraph:

Bidders (proposers) shall be responsible for obtaining under the terms and conditions of a standard supply agreement administered by AEC Oak Ridge Operations Office, enriched uranium necessary for the performance of any resulting contract (or subcontract). The supply agreement requires the payment of a use charge for the enriched uranium subject to the agreement. However, Article ____ of the proposed contract, attached hereto, provides for the issuance by the contracting officers of a use charge credit applicable to work under the proposed contract. Bids (proposals) shall separately state, based on the quantity of material and the time (including the time necessary for recovery of scrap) required for the performance of the contract (or subcontract): (1) The total dollar amount of use charge credit, such total to include all use charge credits, if any, to lower-tier subcontractors; and (2) the total dollar amount of cash bid (quotation) price (the difference between the total bid and the total dollar amount of use charge credit) to be paid to the contractor (subcontractor). Bids (proposals) will be evaluated on the basis of the total sum of the total dollar amount of use charge credit (including all use charge credits to lower-tier subcontractors) specified by the bidder (proposer) and the cash bid (quotation) price. In addition to any other right of rejection of bids (proposals) provided for herein, the Government (contractor) specifically reserves the right to reject any bid (proposal) if, in the judgment of the contracting officer (representative of the contractor), the total bid (proposal) is excessive or the amount of the use charge credit specified is either unreasonably high or low in relation to the quantity of enriched uranium required and the time required for performance of the proposed contract.

§ 9–4.5404 Contracts and subcontracts for fabrication, conversion, and scrap recovery.

(a) Contracts and subcontracts for fabrication of end items using enriched uranium generally shall be of the fixed-price type. Cost-type contracts or subcontracts for fabrication shall be used only with the approval of the Manager of the Field Office, and this approval authority shall not be redelegated.

(b) Contracts and subcontracts for conversion or scrap recovery of enriched uranium shall be of the fixed-price type except as otherwise approved by the Director, Division of Contracts, Headquarters.

Effective date. These regulations are effective upon publication in the FEDERAL REGISTER.

Dated at Germantown, Md., this 6th day of March 1967.

For the U.S. Atomic Energy Commission.

JOSEPH L. SMITH,
Director,
Division of Contracts.

[F.R. Doc. 67–2685; Filed, Mar. 10, 1967; 8:45 a.m.]

PART 9–16—PROCUREMENT FORMS

Subpart 9–16.50—Contract Outlines

OUTLINE OF AGREEMENT FOR SUPPLY OF ENRICHED URANIUM (NONSECTION 53 MATERIAL)

The following contract outline is added:

§ 9–16.5002–15 Outline of agreement for supply of enriched uranium (nonsection 53 material).

Enriched Uranium
Supply Agreement No. _____.

This supply agreement (hereinafter referred to as the "Agreement"), entered into this _____ day of _____, 19__, by and between the United States of America (hereinafter called the "Government"), acting through the United States Atomic Energy Commission (hereinafter called the "Commission"), and _____
_____
(hereinafter called the "Company");

Witnesseth That:

Whereas, the parties hereto desire to establish the terms and conditions applicable to the transfer and supply by the Commission of enriched uranium intended for use in processing or fabricating enriched uranium products for the performance of Commission contracts or subcontracts in any tier; and

Whereas, this Agreement is authorized by and executed under the Atomic Energy Act of 1954, as amended;

Now, therefore, the parties hereto do mutually agree as follows:

ARTICLE 1—DEFINITIONS

As used in this Agreement:

(a) The term "Act" means the Atomic Energy Act of 1954, as amended.

(b) The terms "Atomic Energy Commission," "Commission," or "AEC" mean the U.S. Atomic Energy Commission or any duly authorized representative thereof, including the Contracting Officer, except for the purpose of deciding an appeal under the article entitled "Disputes."

(c) The term "base charge" means the dollar amount per unit of enriched uranium in standard form and specification in effect as of the time any particular transaction under this Agreement takes place, as set forth in schedules published by the Commission in the FEDERAL REGISTER from time to time for material subject to this Agreement, or in the absence thereof, for the same material distributed pursuant to section 53 of the Act.

(d) The term "Commission facility" means a laboratory, plant, office, or other establishment operated by or on behalf of the Commission.

(e) The term "Commission's established specifications" means the specifications for purity and other physical or chemical properties of enriched uranium as published by the Commission in the FEDERAL REGISTER from time to time.

(f) The term "Contracting Officer" means the person executing this Agreement on behalf of the Commission and includes his successors or any duly authorized representative of such person.

(g) The terms "consumed" or "consumption" include the reduction in value of material due to blending of different assays of enriched uranium, or other alteration of the isotopic ratio, or the disposition of material in such manner that it cannot be economically recovered for further use.

(h) The term "persons acting on behalf of the Commission" includes employees and contractors of the Commission, and employees of such contractors, who implement or participate in the implementing of this Agreement pursuant to their employment or their contracts with the Commission.

(i) The term "source material" means (1) uranium, thorium, or any other material which is determined by the Commission pursuant to the provisions of section 61 of the Act to be source material; or (2) ores containing one or more of the foregoing materials, in such concentration as the Commission may by regulation determine from time to time.

(j) The term "special nuclear material" means (1) plutonium, uranium 233, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the Commission, pursuant to the provisions of section 51 of the Act, determines to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material. This term includes "enriched uranium" as such term is used herein, and unless the context otherwise indicates, the term "material" refers to enriched uranium.

(k) The term "value" means the dollar amount determined by multiplying the applicable base charge by the number of units, or fractions thereof, of material involved, whether or not such material is in standard form and/or specification: *Provided,* That where normal or depleted uranium is involved, the applicable unit price as determined in accordance with the established Commission pricing policy then in effect shall be used in lieu of applicable base charge as defined herein.

(l) The term "established Commission pricing policy" means any applicable price or charge in effect at the time any particular transaction under this Agreement takes place (i) published by the Commission in the FEDERAL REGISTER for material subject to this Agreement, or in the absence thereof, for the same material distributed pursuant to section 53 of the Act, or (ii) in the absence of such a published figure, determined in accordance with the Commission's Pricing Policies. A statement of such Pricing Policies will be furnished Company upon request. The Commission's published prices and charges, as well as its Pricing Policies, may be amended from time to time.

(m) The term "Standard form" means the chemical form of special nuclear material, as published by the Commission in the FEDERAL REGISTER from time to time for material subject to this Agreement, or in the absence thereof, for the same material distributed pursuant to section 53 of the Act.

(n) The term "blend" means the altering of the isotopic composition of a quantity of an element, by mixing it with a quantity of the same element which has a different isotopic composition, or a mixture resulting from such action.

(o) The terms "other persons," "another person," or "person other than the Commission" means (1) any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, Government agency other than the Commission and persons acting on behalf of the Commission, any State or any political subdivision of, or any political entity within a State, any foreign government or nation of any political subdivision of any such government or nation, or other entity, other than the Company; and (2) any legal successor, representative, agent, or agency of the foregoing.

ARTICLE 2—SCOPE

(a) The terms and conditions contained herein shall govern and apply to the supplying of special nuclear material by the Commission to the Company as uranium enriched in the isotope 235 (sometimes herein referred to as "enriched uranium") and to the withdrawal services related thereto, for use under and in the performance of fixed-price prime contracts with the Commission including subcontracts (and purchase orders) in any tier thereunder, and fixed-price subcontracts (and purchase orders) in any tier under Commission cost-type prime contracts, for ultimate delivery of enriched uranium products for Government use (including the Commission or other Government agencies and by their contractors and subcontractors in any tier); but does not cover any material distributed to the Company or others pursuant to section 53 of the Act. For the purpose of this Agreement, "prime contracts with the Commission" shall be deemed to include contracts entered into by the National Aeronautics and Space Agency (NASA) pursuant to a joint AEC–NASA program, and "subcontracts" shall include subcontractual arrangements of any tier. Material furnished under this Agreement shall include material obtained directly from a Commission facility or from any other person as approved by the Commission as provided herein. Nothing herein shall be deemed to prevent Company from shipping material covered by this Agreement to any person duly authorized by the Commission to possess and use such material. Company may be relieved of its obligations under this Agreement for such material, however, only by compliance with the terms of this Agreement. Material received by Company from another person shall be subject to the provisions of this Agreement only if such material is furnished pursuant to an order accepted by the Commission as provided in paragraphs (b) and (c) below.

(b) Company shall order material pursuant to this Agreement through the execution and submission to the Commission of an order form prescribed by the Commission for such material.

(c) Acceptance of Company's order for material by or on behalf of the Commission shall constitute the Commission's commitment to supply the material specified in such order subject to the terms thereof and of this Agreement: *Provided,* That where Company orders material which is to be obtained from any person other than the Commission, this Agreement shall not be applicable to such material unless and until such other person and the Commission have acknowledged their consent and agreement to the transfer of such material to Company.

(d) Nothing herein shall be deemed to obligate the Company to order material or to obligate the Commission to accept an order to supply material to Company or to provide services for Company with respect to material.

(e) The Company's use of material covered by this Agreement shall be limited solely to the performance of Commission contracts and subcontracts, it being specifically understood that such material is not distributed pursuant to section 53 of the Act. The Company shall not be required, in ordering material hereunder, to possess a contract prior to ordering such material.

ARTICLE 3—TITLE

Except as otherwise provided herein, title to all material subject to this Agreement shall at all times be and remain in the Government.

ARTICLE 4—TERM OF AGREEMENT, TERMINATION AND CANCELLATION

(a) Except as otherwise provided herein, Company shall have the right to possess and use material covered by this Agreement until _____; provided this Agreement may be extended by mutual agreement of the parties.

(b) In order to obtain or possess material under this Agreement, Company must

either have a valid license therefor or be exempt from licensing requirements with respect to such material.

(c) Company may cancel any order for material under this Agreement by notice in writing to the Commission at any time prior to delivery of the material; provided, Company shall pay a cancellation charge for the costs incurred by the Commission in connection with such order, as determined in accordance with established Commission pricing policy in effect at the time such costs are incurred.

(d) The Commission may cancel this Agreement at any time if Company shall fail or neglect to fulfill its obligations hereunder, or if bankruptcy or insolvency proceedings are commenced by or against Company, or if receivers are appointed to take possession of the business of Company.

(e) Whenever this Agreement or any other executed subject to this Agreement has, in whole or in part, expired, been terminated or canceled and Company shall have failed to return any affected material, the Commission shall have the right to enter upon Company's premises to recover or take possession of the affected material subject to this Agreement; and to charge to the Company the Commission's full costs of such recovery or repossession, as determined in accordance with established Commission pricing policy in effect at the time of such recovery or repossession.

ARTICLE 5—MATERIAL FURNISHED TO THE COMPANY

(a) Material to be furnished under this Agreement shall be in Standard form in accordance with the Commission's established specifications for such material unless otherwise expressly agreed.

(b) Company shall pay the Commission's service charges, if any, for withdrawal and packaging; and for any other special service rendered pursuant to Company's order, with respect to material ordered subject to this Agreement. Unless such charge or charges are otherwise agreed to in the order executed by Company and the Commission for material, Company shall pay the Commission its charges for the services rendered pursuant to Company's order as determined in accordance with established Commission pricing policy in effect at the time such services are rendered. Company shall also pay the use charge as hereinafter provided for the period covered by such services, and the value of material consumed in the rendering of such special services.

(c) If the material delivered by the Commission pursuant to an order executed by Company and the Commission does not conform to the Commission's established specifications (or to the specifications set forth in an order executed by Company and the Commission), the responsibility and liability of the Government, the Commission, and persons acting on behalf of the Commission shall be limited solely to correcting such discrepancies by delivery of material which does conform to the applicable specifications; provided neither the Government nor the Commission nor persons acting on their behalf shall have any responsibility or liability for replacing material which Company obtains from any person other than the Commission. Any material obtained directly from the Commission which does not conform to applicable specifications will be returned to the Commission pursuant to the Commission's instructions and the Commission will pay the transportation charges for returning such material as well as the transportation charges for shipment of replacement material.

(d) The Company agrees to notify the Commission of any proposed or actual blending of material subject to this Agreement with uranium not subject to this Agreement, provided, however, material subject to this Agreement may not be blended with material distributed under section 53 of the Act. Notice shall be in writing and shall contain such information as may be required by the Commission including the quantities and properties of all material used in blending.

(e) Whenever material subject to this Agreement is blended, the following provisions shall apply.

(1) If the resulting blend is not enriched uranium, the material covered by this Agreement which is used by the Company in blending shall be deemed to have been lost or consumed, and, in addition to any other rights which the Commission may have, Company shall pay to the Commission an amount equal to the value of such material used in blending. Title to such blend shall pass to Company upon such payment; provided that if the normal or depleted uranium used in blending is property of the Government held under contract with the Commission, then (i) title to all such blend shall be recognized as vested in the Government, (ii) the Company's other arrangements with the Commission for such uranium shall be adjusted to cover its use in the blend, (iii) the Company's account provided for in Article 10 shall be adjusted to reflect the return of the material used in blending, and (iv) Company shall pay to the Commission an amount equal to the monetary loss suffered by the Commission computed by adding the value of all materials used in the blend and subtracting therefrom the value of the resulting blend. Company hereby agrees to pay to the Commission the amount determined to be due for such loss upon receipt of the Commission's invoice.

(2) Any blend which is enriched uranium shall be held by Company subject to the provisions of this Agreement, and title to all such material shall be recognized as vested in the Government. Company's account provided for in Article 10 shall be adjusted to reflect the value of such blend, and Company shall pay to the Commission an amount equal to the monetary loss suffered by the Commission computed by adding the value of all materials used in the blend and subtracting therefrom the value of such resulting blend. Company hereby agrees to pay to the Commission the amount determined to be due for such loss upon receipt of the Commission's invoice. The Commission shall compensate Company for the value of privately owned uranium used in blending by delivering to Company f.o.b. any Commission facility a quantity of uranium of the same approximate U–235 content, as uranium hexafluoride (UF_6) (or other mutually agreeable form) equivalent to the quantity of privately owned uranium blended with the material supplied hereunder. Company shall pay the Commission's service charges, if any, for withdrawal and packaging of such uranium, and for any other special service rendered with respect to such uranium. If the uranium used by Company in blending is property of the Government held under a contract with the Commission, Company's obligations under such other contract shall be deemed to be of no further force or effect with respect to the uranium used in the blending, as of the time such uranium becomes subject to the provisions of this Agreement. Company agrees that such delivery or cancellation shall constitute full compensation to Company for uranium used in blending.

(3) It is hereby agreed that Company shall hold the Government, the Commission, and persons acting on behalf of the Commission, harmless from any claims of third parties on account of rights alleged in or in connection with the uranium used in blending.

(4) As used in this paragraph (e), the term "value" refers to value as of the date of blending.

(f) Paragraphs (a) and (b) above, do not apply in any instance where material involved was obtained by Company from any person other than the Commission.

ARTICLE 6—RETURN OF MATERIAL TO THE COMMISSION: SPECIAL CHARGES FOR COMMISSION SERVICES

(a) Company will return all material not delivered and accepted, or lost or consumed, pursuant to and in connection with the performance of Commission contracts and subcontracts, upon expiration or earlier termination of this Agreement; provided, that the Company shall have the right to return any material not so used or consumed at any time prior to such date.

(b) Except as otherwise provided herein, material subject to this Agreement will be returned to the Commission in the Standard form, and shall meet the Commission's established specifications for return of material in effect as of the date of this Agreement.

(c) For purposes of this Agreement, material delivered and accepted as a part of the product furnished under Commission contracts and subcontracts, regardless of the form and/or specification of such material, shall be deemed to have been returned to the Commission hereunder; *Provided*, That this paragraph shall not apply to material thereafter rejected pursuant to the provisions of such contracts and subcontracts.

(d) Material transferred to any person other than the Commission, regardless of the form and/or specification of such material, shall be deemed to have been returned to the Commission if such other person, the Commission, and the Company have executed an order covering the material so transferred.

(e) The Commission may at its sole discretion accept material in a form and/or specification other than as provided in (b) and (c), above. Unless the Commission shall determine that acceptance of the material in its existing form is in the best interests of the Government, Company shall pay a service charge for processing such returned material so as to enable it to satisfy the Commission's established specifications in effect at the time the material is returned. Such charge shall include the Commission's charge for processing, as determined in accordance with the established Commission pricing policy in effect at the time the material is returned and an amount, as determined by the Commission, for the value of the material consumed during processing. Whenever material returned by Company is subject to processing charges under this paragraph, Company shall continue to pay the use charge on such material until expiration of the processing period as determined by the Commission at the time the material is accepted.

(f) Unless the Commission elects to accept material as provided in (e) above, Company shall pay the Commission for material returned in a form and/or specification other than those stated in (b) above, a sum equal to the value of the material. In addition, Company shall also pay a special service charge, as determined in accordance with established Commission pricing policy in effect at the time the material is returned for the handling, storage and/or disposal of such material.

(g) All shipments of material returned to the Commission shall be in accordance with the requirements of this Agreement including Article 15.

(h) All material returned to the Commission under (b) and (e) above shall be delivered by Company to the Commission facility or location specified by the Commis-

sion f.o.b. commercial conveyance at such facility or location. Unless waived by the Commission, Company shall give the Commission at least fifteen (15) days' written notice of intent to so return material to the Commission. The Commission will notify Company promptly after receipt of Company's notice of intent to return material as to the Commission facility or location designated for return of the material. Company at the time of shipment of material shall notify the Commission facility or other location to which shipment is made of the date and method of shipment and expected date of arrival.

ARTICLE 7—PAYMENT FOR MATERIAL LOST OR CONSUMED

(a) Except as otherwise provided herein, Company shall be responsible for and shall reimburse the Commission for any loss or consumption of material, whether or not such loss or consumption is due to the fault or neglect of Company, or any other cause, occurring from the time of delivery of such material to Company and until such material has been returned to the Commission as provided herein.

(b) Company shall make reports to the Commission, on forms as prescribed by the Commission, to accurately reflect all losses or consumption of material as then known to the Company. In reporting material as lost or consumed, Company shall make reasonable effort to accurately fix the time of such loss or consumption on the basis of a specific occurrence or in accordance with accepted procedures and methods of calculating loss or consumption.

(c) The Company may, and shall when required by the Commission, pay for material lost or consumed on a provisional basis. Except as otherwise provided herein the amount due the Commission for material lost or consumed shall be the value of such material computed in accordance with this Agreement, as of the time of such loss or consumption.

(d) Any disagreement between the Commission and the Company as to whether material has in fact been lost or consumed, or as to the time any such loss or consumption occurred, shall be deemed a question of fact within the meaning of that term as used in Article 22, "Disputes," of this Agreement.

ARTICLE 8—USE-CHARGE PAYMENT

Except as otherwise agreed, Company agrees to pay the Commission a charge for material subject to this Agreement as provided in Article 10 below. The rate of charge shall be the same as the Commission's annual (365 days) rate of use-charge for leased material as published in the FEDERAL REGISTER in effect and applicable for the period covered by the Commission's invoice.

ARTICLE 9—OTHER AUTHORITY

Nothing in this Agreement shall be deemed to obligate Company to pay the Commission's charges with respect to materials and/or services subject to this Agreement, or to observe other specific provisions of this Agreement, if the Commission, in accordance with statutory or other authority available to it, determines that such charges, or other provisions, are not applicable.

ARTICLE 10—ESTABLISHMENT OF "ENRICHED URANIUM SUPPLY ACCOUNT"

(a) The Commission will establish an enriched uranium supply account for Company to which will be debited as provided herein the amount or amounts equal to the value of the material subject to this Agreement. Such account will be credited as provided herein with the amount or amounts equal to the value of the material returned or paid for, in accordance with this Agreement. The daily balance of this account shall be used for computing the amount due to the Commission for use charges. The value of material reflected in this account after credit for the value of material returned and for payments for material lost or consumed shall represent the amount due to the Commission for material not returned or paid for. In the event material paid for as having been lost or consumed is later reestablished in Company's account, said account shall be debited as of the date of refund (or appropriate setoff) of such payment to Company as provided in paragraph (c) of Article 12, "Performance of AEC Obligations: Billing," hereof, with the amount or amounts equal to the value of such material at the time of such reestablishment in Company's account.

(b) Except as otherwise provided in this Agreement, Company's account will be debited for material furnished as of the date material is delivered to Company; provided, that in the case of material obtained directly from any person other than the Commission, the debit will be made as of the effective date specified in the order executed by Company, the other person and the Commission for such material.

(c) Company's account will be credited for material returned to the Commission or transferred to another person only when the material is returned or transferred in accordance with Article 6. Except as otherwise provided in this Agreement, Company's account will be credited for material returned to the Commission as provided in paragraphs (b) and (e) of Article 6 as of the date the material is delivered to a location specified by the Commission pursuant to this Agreement. Credit for material transferred to another person will be made as of the effective date specified in the order executed by the receiving person, the Commission, and Company. Credit for material becoming a part of any product furnished under separate Commission contracts and subcontracts will be made as of the date such product is received pursuant to the provisions of such contracts and subcontracts; provided, that any material in products thereafter rejected shall be debited to Company's account as of the date of return delivery to Company. Samples returned to the Company by mutual agreement of the Company and the Commission or its contractors or subcontractors will be debited to Company's account as of the date of delivery to Company. Credit for material paid for will be made as of the date such payment is received by the Commission.

(d) Whenever the Commission changes any applicable base charge as provided in Article 11, "Changes in Rate of Use Charge, Base Charges, and Specifications," below, the value of material recorded in Company's account will be recomputed at the new base charge: *Provided,* That the value of material lost or consumed as of the date of such change shall not be recomputed. Subsequent to the effective date of the change in the applicable base charge, the new base charge will be used, in determining the value of material lost or consumed and for computing the value of material subject to use charges.

(e) Company will be notified of the debits and credits made to its account as the result of shipments and transfers of material, and of any changes in the value of material in such account as the result of changes in the applicable base charges. Company will promptly notify the Commission of any disagreement with, discrepancies, or errors in such notices.

ARTICLE 11—CHANGES IN RATE OF USE CHARGE, BASE CHARGES, AND SPECIFICATIONS

(a) The rate of use charge, base charges and/or specifications for material furnished pursuant to this Agreement are subject to change by the Commission.

(b) Any changes in applicable charges and/or specifications shall be effective on either July 1 or January 1 as stated in the applicable notice of change published by the Commission: *Provided,* At least thirty (30) days' notice of such changes shall be given Company, by publications or otherwise: *And provided further,* That the Commission may reduce the rate of use charge or the base charges at any time by a notice of change published by the Commission and without prior notice to Company.

ARTICLE 12—PERFORMANCE OF AEC OBLIGATIONS: BILLING

(a) The Commission may fulfill its obligations under the Agreement through the operator of any of its facilities.

(b) Billings for amounts due the Commission under the Agreement will ordinarily be made:

(1) Following the performance of any service, and

(2) Semiannually for use charge and for loss or consumption of material.

(c) All billings and payments made on a provisional basis are subject to adjustment to recognize actual or calculated amounts, enrichment, isotopic content, and specifications of material involved. Whenever Company has paid for material reported as having been lost or consumed and such material is later reestablished in Company's account, the Commission shall refund to Company (or appropriately set off against any amounts due the Commission) the amount paid by Company for such material. Any disagreement between the Commission and the Company as to the amount actually paid by Company for such material shall be deemed a question of fact within the meaning of that term as used in Article 22, "Disputes," of this Agreement. Except as stated in paragraph (d) below, the adjustments provided for in this paragraph will not subject Company or the Commission to liability for interest.

(d) All bills rendered by or on behalf of the Commission are due thirty (30) days from the date of invoice. Payment received after thirty days from date of invoice shall entitle the Commission to an additional charge at six percent (6%) per annum on such amount.

ARTICLE 13—INJURY OR DAMAGE

Neither the Government, the Commission nor persons acting on behalf of the Commission make any warranty or other representation, express or implied, that material furnished under this Agreement (a) will not result in injury or damage when used for the purpose authorized by the Commission, (b) will accomplish the results for which it is requested from the Commission, or (c) is safe for any other use.

ARTICLE 14—TIME OF DELIVERY

The Commission will make reasonable efforts to deliver material at the time or times stated in orders for material subject to this Agreement, but neither the Government, the Commission, nor persons acting on behalf of the Commission shall be subject to any liability under this Agreement for any failure to do so.

ARTICLE 15—DELIVERY—F.O.B. POINT

(a) Material furnished from a Commission facility will be shipped f.o.b. commercial conveyance at such Commission facility. Delivery of material or containers to Company or its designee or to a carrier for the account of Company or its designee shall be deemed delivery of such material or containers to Company for the purposes of this Agreement.

(b) When Company obtains material from another person pursuant to this Agreement, such material is furnished in place, and, as between the Commission and Company, all costs of packaging, shipment, and handling shall be the responsibility of Company.

ARTICLE 16—CYLINDERS, EQUIPMENT, AND SHIPMENTS

(a) All shipments of material in the form of uranium hexafluoride (UF_6) from the Commission to Company, and from Company to the Commission, will be made in AEC-owned cylinders of appropriate size as specified by the Commission unless the use of other cylinders is mutually agreed to by the Commission and the Company. The quantity of material shipped in any cylinder shall not be less than the Commission-established minimum loading for the type of cylinder used. AEC-owned cylinders for return of UF_6 directly to the Commission will be made available to Company f.o.b. commercial conveyance at the Commission facility.

(b) Except as provided in (a) above, shipments of material subject to this Agreement to Company, and from Company to the Commission, shall be made only in containers and/or equipment acceptable to the Commission. The Commission may, but shall not be required to, furnish containers and equipment for shipping such material.

(c) Any non-AEC-owned cylinders, containers, and equipment furnished or utilized by Company will meet current Commission specifications and practices, as to safety, design criteria, cleanliness and freedom from contamination, of which the Commission shall be the sole judge. The Commission will endeavor to return non-AEC cylinders, containers, and other equipment to the Company in a reasonable time, but will not be responsible for any loss of or damage to such cylinders, containers, or equipment except as may result from its fault or negligence. Such return shipments by the Commission will be made f.o.b. commercial conveyance at the Commission facility.

(d) Title to AEC-owned cylinders, containers, and equipment shall remain in the Government. Company shall pay such rental charge, if any, for such cylinders, containers, and equipment as shall be set forth or referenced in the orders executed by Company and the Commission for delivery of material. Unless otherwise agreed, Company will clean AEC-owned cylinders, containers, or equipment to be returned directly to the Commission to the satisfaction of the Commission. The Company will keep AEC-owned cylinders, containers, and equipment in good condition and will return them to the Commission facility from which received f.o.b. commercial conveyance at the Commission facility. Company shall be responsible and shall reimburse the Commission for any loss of or damage to AEC-owned cylinders, containers, or equipment occurring from the time of delivery to Company (or to a carrier for delivery to Company) until return to the Commission as provided above. AEC-owned cylinders, containers, and equipment will be used only for storage of material shipped therein, or for return directly to the Commission of material designated by the Commission to be shipped therein. Any residual quantities of material in cylinders, containers, and equipment returned to the Commission will be deemed to have been lost or consumed by Company and Company shall pay for such material in accordance with this Agreement.

(e) Whenever material is shipped to the Commission, and the Commission elects to decontaminate the containers, railroad cars, trucks, or other shipping vehicles or the Commission's unloading area and machinery, because the containers, or the material, or the method of shipment, failed to meet the health and safety standards prescribed by the Commission or any other Government agencies having jurisdiction over such matters, the Company shall pay the Commission the full cost of such decontamination as determined by the Commission in accordance with established Commission pricing policy.

(f) The foregoing provisions of this Article 16 do not apply to delivery of enriched uranium products by Company under Commission contracts and subcontracts. Such products will be delivered in accordance with the terms and conditions stated in such contracts and subcontracts.

ARTICLE 17—ASSIGNMENT

(a) Company may not assign this Agreement, or any order for material subject to this Agreement, without the express written approval of the Commission.

(b) Transfer of material by the Company to another person with the approval of the Commission as provided in this Agreement shall not have the effect of assigning this Agreement or of relieving the Company of any obligation hereunder, except as to return of or payment for material so transferred and the payment of use charges therefor thereafter accruing.

ARTICLE 18—DETERMINATION OF MATERIAL QUANTITIES AND PROPERTIES; SETTLEMENT OF MEASUREMENT DIFFERENCES: ADJUSTMENTS OF USE CHARGES

(a) This section (a) sets forth provisions and procedures for determination of quantities and properties of material subject to this Agreement transferred directly to or from the Commission, and for the resolution of measurement differences resulting from such determination, including the use of an "Umpire." (For the purpose of this section, the terms "shipper" and "receiver" shall refer to the Commission and the Company or vice versa as the case may be.)

(1) The Commission samples obtained using the Commission's procedures will be the official samples and shall be binding upon the Commission, the Company and umpire unless the Commission and Company agree upon the use of other samples.

(2) If the receiver does not accept the shipper's quantities and/or properties stated on the AEC transfer form for such material, the receiver shall within thirty (30) days after the receipt of the material or the AEC transfer form for such material, whichever is later, submit a written or telegraphic notice of disagreement to the shipper. The notice of disagreement shall include measurement data supporting the disagreement. If such notice of disagreement is not submitted within such thirty (30) days, the shipper's measurements will be final and binding upon both parties. The receiver shall not use or dispose of the material in any manner until the difference is resolved unless such use or disposition is mutually agreed to by the Commission and the Company provided that nothing herein shall prevent the receiver from handling the material as necessary for storage or protection against health and safety hazards.

(3) If the disagreement is not resolved by mutual agreement, the following procedures shall apply:

(i) If the disagreement concerns bulk measurement (i.e., total volume, gross and net weight, total piece count or any other measurement made on the entire quantity of material involved), repeat measurements shall be performed by an umpire mutually agreed to by both parties at a mutually agreed-upon site. The umpire's results will be conclusive on both parties. The party whose original measurement result is furthest from the umpire's result will bear the umpire's charges; provided, in the event the umpire's result is equidistant between Company's and the Commission's results, the parties will each bear one-half of the umpire's charges.

(ii) If the disagreement concerns results obtained from analysis of a sample, an official sample will be submitted to an umpire mutually agreed upon for analysis. The umpire's results will be conclusive on both parties.

(A) In the case of disagreement with respect to specification limits based on an official sample, the receiver will bear the umpire's charges if the umpire's result is within specification limits, and the shipper will pay the umpire's charges if the umpire's result is not within specification limits.

(B) In the case of disagreement concerning quantitative determinations on an official sample, the umpire's result will be used and the party whose result is furthest from the umpire's result will pay the umpire's charges; provided, in the event the umpire's result is equidistant between the shipper's and the receiver's results, the parties will each bear one-half of the umpire's charges.

(4) The period of time during which use charges shall accrue under this Agreement with respect to material subject to a measurement disagreement hereunder shall be adjusted as follows:

(i) Where the disagreement pertains to material delivered to Company and is resolved by the umpire in favor of Company, no use charge shall accrue between the date of receipt of notice of disagreement and the date of resolution or the date of use or disposition of material by the Company (when mutually agreed upon) whichever occurs first: *Provided, however,* That where the disagreement pertains to specifications of the material and is resolved by the umpire in favor of Company, no use charge shall accrue unless Company accepts the material, uses or disposes of the material (when mutually agreed upon) or fails to return it after resolution of the disagreement within a reasonable time.

(ii) Where the disagreement pertains to material returned directly to the Commission, no use charge shall accrue between the date of receipt of the shipment and the Company's receipt of notice of disagreement. Use charges shall accrue between Company's receipt of notice of disagreement and the date of resolution or the date of use or disposition of the material by the Commission (when mutually agreed upon), whichever occurs first, unless the disagreement is resolved in favor of the Company.

(ii) Where an umpire is used and the umpire's result is equidistant from those of the parties, no use charge shall accrue for one-half of the period between the date of receipt of notice of disagreement and the date of resolution or the date of use or disposition of the material by the Company or the Commission (when mutually agreed upon), whichever occurs first.

(iv) Where the disagreement is resolved by mutual agreement, the period of use charge shall be included in and settled by mutual agreement.

(b) The use charges of Section (a) above shall apply to the total of the material whose quantity, or other characteristics, is involved, and not to the amount represented by any difference of measurements.

(c) The quantity and properties of material subject to this Agreement furnished under and becoming a part of any product delivered under Commission contracts and subcontracts shall be determined in accordance with the provisions and procedures stated in such contracts and subcontracts.

ARTICLE 19—SAFEGUARDS CONTROL OF ENRICHED URANIUM

(a) *Records.* The Company will maintain and make available to the Commission for

examination, upon reasonable notice, all records pertaining to its receipt, possession, use, transfer, and physical inventories of material subject to this Agreement. Such records shall be complete and adequate to fully reflect physical measurements, actual inventories and the transactions relating thereto. Company will submit such transfer documents and reports reflecting quantities of material received, physically present, lost, consumed, and transferred, with respect to material subject to this Agreement as the Commission may prescribe.

(b) *Inventory, Inspection and Tests.* The Company will take physical inventories of material subject to this Agreement and in the custody of Company at intervals not to exceed twelve (12) months. The Company shall afford to the Commission, at all reasonable times, opportunity to inspect the material subject to this Agreement and the premises and facilities where such material is used or stored. The Company shall permit the Commission to perform such inventory tests as the Commission deems necessary for verification of the accuracy of any reports submitted by the Company to the Commission. The Commission agrees to perform any inventory tests with respect to material subject to this Agreement (which the Company agrees may include the taking of a reasonable number of samples for physical or chemical analyses but which does not include sampling and destructive testing of fabricated articles except as agreed to by the Company) so as to minimize interference to the Company's processing, delivery schedules, and third-party commitments regarding the material. The Company agrees that no charges for costs or value of any material samples, or for services or equipment, should such be furnished by the Company, provided in connection with the performance of audit tests and inventory tests, shall be made against the Commission; however, the Commission will allow full credit in the Company's account with the Commission for the value of the material included in the samples and the Commission will make no charge against the Company for reconversion of the material samples to standard form.

(c) *Company's Procedures Governing Safeguards Control of Material.* The Company will submit for the approval of the Contracting Officer a Procedure Manual for the safeguards control of the material subject to this Agreement. The manual shall describe a material control system that is capable of providing current, detailed, and accurate quantitative data concerning the receipt, possession, transfer, consumption or use of material subject to this Agreement. The Company shall not process material subject to this Agreement prior to approval of the Procedure Manual: *Provided, however,* That actions required by the Commission as a condition of such approval or any results of the Company's following the approved Procedure Manual, shall not constitute the basis of a claim for compensation or damages by the Company.

(d) *Material To Be Segregated.* The Company shall use its best efforts to segregate physically all material subject to this Agreement from any other source material and special nuclear material in the Company's possession. However, it is recognized that in certain situations some of the material subject to this Agreement may become unavoidably mixed with such other material due to the nature of the process or work performed by the Company. In the event unavoidable mixing should occur, the parties shall negotiate in good faith to reach an equitable agreement, taking into consideration the provisions of this Agreement and the provisions of any lease or other agreement or agreements establishing the Company's responsibility with respect to such other material, concerning the assignment or allocation of any losses resulting from such mixing as between this Agreement and such other lease, agreement or agreements, and any other necessary arrangements. Any such matter not promptly resolved by negotiation shall be determined in accordance with the procedure for settlement of disputes under Article 22 hereof entitled "Disputes."

(e) *Shipments.* In the event of any action resulting in a shipment of any material subject to this Agreement to any other person, the Company shall assure that all of Company's obligations under this Article are also assumed by the person to whom such material is shipped, and that the rights and privileges of the Commission under this Article are not affected by such shipment: *Provided, however,* That the requirement shall not apply in the case of any shipment of material deemed to constitute a return of such material to the Commission as provided hereunder.

(f) The Company will use reasonable care and exercise prudent business judgment to prevent loss, diverson, or damage to material, but nothing in this sentence shall be construed to relieve Company from its obligations elsewhere hereunder to pay for material.

ARTICLE 20—PATENT INDEMNIFICATION

The Company agrees to indemnify the Government, the Commission, and persons acting on behalf of the Commission against liability, including costs and expenses incurred, for infringement of any Letters Patent occurring in the course of the performance of any service, analysis or test performed for Company as a result of following specific instructions of Company in connection therewith, or occurring in the utilization by Company of any material procured hereunder, except as expressly waived in writing by the Commission or otherwise provided in Commission contracts, or in subcontracts thereunder approved by the Commission, under which material subject to this Agreement is used.

ARTICLE 21—RIGHT TO USE AND PUBLISH INFORMATION

The Commission shall have the right to publish and use any information or data developed by the Commission or persons acting on behalf of the Commission as the result of any service, analysis, or test performed hereunder for the Company.

ARTICLE 22—DISPUTES

Insert FPR 1–7.101–12, modified by substituting "Commission" for "Secretary."

ARTICLE 23—PERMITS

Except as otherwise directed by the Contracting Officer, the Company shall procure all necessary permits or licenses (including any special nuclear material licenses), and abide by all applicable laws, regulations, and ordinances of the United States and of the State, territory, and political subdivision in which any element of this contract is performed.

ARTICLE 24—OFFICIALS NOT TO BENEFIT

Insert FPR 1–7.101–19.

ARTICLE 25—COVENANT AGAINST CONTINGENT FEES

Insert FPR 1–1.503.

ARTICLE 26—EQUAL OPPORTUNITY IN EMPLOYMENT

Insert FPR 1–12.803–2 (as modified by FPR Temporary Regulation No. 1 and extended by FPR Temporary Regulations Nos. 6 and 8).

ARTICLE 27—NOTICES

(a) Any notices required by this Agreement of the Company shall be submitted in writing to the Commission addressed to:

Director, Production Division
Oak Ridge Operations Office
U.S. Atomic Energy Commission
Post Office Box E
Oak Ridge, Tenn. 37830

(b) Any notices required by this Agreement of the Commission shall be submitted in writing to the Company addressed to:

In witness whereof, the parties have executed this Supply Agreement the day and year first above written.

The United States of America;

By UNITED STATES ATOMIC ENERGY COMMISSION.

By _____

Title _____

The Company _____
(Company)

By _____

Title _____

Witnesses:

_____

_____

I, _____, certify that I am the _____ of the corporation named as the Company herein; that _____, who signed this Agreement on behalf of the Company, was then the _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

In Witness Whereof, I have hereunto affixed my hand and the seal of said corporation this _____ day of _____, 196__.

(CORPORATION SEAL) _____
(Secretary)

(Sec. 161, Atomic Energy Act of 1954, as amended, 68 Stat. 948, 42 U.S.C. 2201; sec 205, Federal Property and Administrative Services Act of 1949, as amended, 63 Stat 390, 40 U.S.C. 486)

Effective date. These regulations are effective upon publication in the FEDERAL REGISTER.

Dated at Germantown, Md., this 6th day of March 1967.

For the U.S. Atomic Energy Commission.

JOSEPH L. SMITH,
Director, Division of Contracts.

[F.R. Doc. 67-2686; Filed, Mar. 10, 1967 8:45 a.m.]

Title 46—SHIPPING

Chapter IV—Federal Maritime Commission

SUBCHAPTER B—REGULATIONS AFFECTING MARITIME CARRIERS AND RELATED ACTIVITIES

[General Order 20; Docket No. 66-67]

PART 540—SECURITY FOR THE PROTECTION OF THE PUBLIC

Subpart A—Proof of Financial Responsibility, Bonding and Certification of Financial Responsibility for Indemnification of Passengers for Nonperformance of Transportation

On December 13, 1966, the Commission published a notice of proposed rule making in this proceeding in the FEDERAL REGISTER (31 F.R. 15703) and invited comments from interested persons. The purpose of this proceeding is the promulgation of rules and regulations necessary to carry out the provisions of section 3 of Public Law 89-777, an Act to require evidence of adequate financial responsibility to pay judgments for personal injury or death, or to repay fares in the event of nonperformance of voyages. Section 3 of the Act is concerned with idemnification of passengers for nonperformance of water transportation.

Comments on the proposed rules were submitted by interested parties. Replies to these comments were filed by Hearing Counsel on behalf of the Commission's staff, and there were filed answers to these replies. On February 8, 1967, the Commission heard oral argument during which a request was made by one of the parties to leave the record open for 48 additional hours in order to give all interested parties an opportunity to comment in writing on certain controversial issues which had arisen during the argument. The request was granted and some additional comments were received. On February 18, 1967, the Commission published a Request for Additional Comments on the proposed rules, and comments were filed by interested parties pursuant to this request. The Commission has carefully considered the comments and arguments on the proposed rules and in the light thereof herewith adopts its final rules at this time for the reasons noted below. Comments and arguments not discussed or reflected herein have been considered and found not justified or not material.

The rules and regulations hereby prescribed cover all passenger operations involving any vessel having berth or stateroom accommodations for fifty or more passengers embarking passengers at U.S. ports. Section 3(a) of Public Law 89-777 provides that

> No person in the United States shall arrange, offer, advertise, or provide passage on a vessel having berth or stateroom accommodations for 50 or more passengers and which is to embark passengers at United States ports without there first having been filed with the Federal Maritime Commission such information as the Commission may deem necessary to establish the financial responsibility of the person arranging, offering, advertising, or providing such transportation, or in lieu thereof a copy of a bond or other security, in such form as the Commission, by rule or regulation, may require and accept, for indemnification of passengers for nonperformance of the transportation.

In § 540.2, "Passenger" is defined as "any person who is to embark on a vessel at any United States port and has paid any amount for a ticket contract entitling him to water transportation." The contention was made at oral argument that the Commission is without authority to extend its jurisdiction over noncitizens of the United States who may be embarking at United States ports. The Commission intends that any person, citizen or noncitizen of the United States, embarking at a U.S. port shall be entitled to the protection afforded by this statute. (The Commission does not consider a passenger who goes ashore in a United States port for a temporary visit and who reboards the same vessel on the same voyage to be "embarking" within the meaning of these rules.) Of course, we are interested in protecting the United States citizen, but we do not propose to deny protection under the statute to a person using our ports and facilities, simply because he is not a citizen. This was the clear intent of Congress.[1]

Section 540.2(h) defines "Passenger revenue" as "those monies, wherever paid by passengers who are to embark at any U.S. port for water transportation and all other accommodations, services, and facilities relating thereto," but excluding monies paid to persons other than the person providing the water transportation for shore-based excursions related to the voyage. This definition covers only that revenue connected with the water transportation.

Section 540.3 provides that no person in the United States may arrange, offer, advertise, or provide passage on a vessel unless a Certificate (Performance) has been issued to or covers such person. At oral argument, objection was made to the certification procedure proposed in these rules. Certain interested parties contended that this proposal was essentially a licensing procedure. In the legislative history of this Act, Congress considered and rejected procedures for licensing. This Act expressly provides that this Commission shall furnish evidence of compliance with the statute. The determination has been made by the Commission that this evidence shall take the form of something physical, something called a Certificate. There is no intention whatsoever by the Commission to engage and establish a licensing requirement on foreign and domestic passenger ship operators.

The proposed rules in § 540.4 provide that the Commission shall have the privilege of verifying any statements made or any evidence submitted under the rules of this subpart. There has been objection by certain commentators to this provision, their having construed this to convey the proposition that the Commission may through this device engage in the activities of general inspection of all documents or evidence submitted. The Commission is not requiring an automatic audit of all statements filed. It is simply seeking the possibility of verifying those statements which might be considered by it to warrant or demand such verification. Without such a provision, the ocean passenger files of this Commission could easily become a repository of worthless data and information.

Section 540.4(c) requires that the application shall be signed by a duly authorized officer or representative of the applicant with a copy of the evidence of his authority. Some concern has been expressed over this provision by several interested parties. What is being sought here is simply a statement to the effect that the individual is authorized to submit the application in question.

In § 540.5 alternative methods are provided for establishing financial responsibility under section 3 of the Act, these being evidence of insurance, such as an insurance policy, guaranties, escrow accounts, and self-insurance. A requirement applying to all of these alternatives of establishing financial responsibility is that they shall each be in an amount determined by the Commission to be no less than 110 percent of the unearned passenger revenue of the applicant on the date within the 2 fiscal years immediately prior to the filing of the application which reflects the greatest amount of unearned passenger revenue.

Objection has been voiced that this 110 percent figure is without the boundary of the Commission to require.

The statute specifically states that the bond or other security submitted to establish financial responsibility shall be in an amount paid equal to the estimated total revenue for the particular transportation. This estimated total revenue for the purposes of these rules is considered to be 100 percent of the unearned passenger revenue, based on the past 2 years' performance, just as some factor to give an indication of the general operating condition of the applicant, plus a safety factor of 10 percent.

However, this requirement (§ 540.5) is worded in such a manner to allow for sufficient flexibility to permit consideration of any unusual circumstances or change in circumstance which may arise.

Section 540.9(e) provides that each applicant, insurer, and guarantor shall designate a person in the United States as his legal agent for service of process for the purposes of the rules of this subpart. There has been strenuous objection on the part of various interested parties that the rules cannot require such designations. The position of the Commission is that the Act itself contemplates recovery for unperformed transportation. The intention of the statute will have gone for naught if the person injured cannot avail himself of the legal process which is contemplated for the recovery of his monies. The legal processes will be effectively closed to the injured party if he is unable to find some-

[1] Hearings before the Subcommittee on Merchant Marine and Fisheries, U.S. Senate, 89th Cong., Serial No. 89-66, p. 292 (hereafter cited as Senate hearings).

one who can be the recipient of legal service of process. The Commission does not understand Congress to have enacted such an empty statute.

Section 540.9(j) provides in substance that any evidence of financial responsibility submitted under these rules shall not be required to exceed $5 million. Some comment by interested parties has been directed toward this five million dollar figure, with the request that it be reduced to $3.5 million. This figure included in the requirement has not been arrived at arbitrarily, but is the result of the studied judgment of the Commission's staff from data and information made available to it by various segments of industry. It is the position of the Commission that this is a fair figure and that it remain as originally published.

Filing of applications. Section 540.4 (b) provides that initial applications for Certificates should be filed at least 30 days prior to the first sailing on or after May 5, 1967. This provision should allow the Commission sufficient time to process applications and provide the vessel operators with the Certificates required for Customs clearance of such sailings.

Availability of assets in the United States. In the Commission's proposed rules published in the FEDERAL REGISTER on December 13, 1966 (31 F.R. 15703), § 540.5(d) originally provided that "* * * the working capital and net worth required above will be available to cover suits in the United States for nonperformance." Section 540.9(e) originally provided that "Any securities or assets accepted by the Commission under the rules of this subpart must be available in the United States."

Comments have been received as to whether these securities and assets should be physically located in the United States. It is the position of the Commission that securities and assets submitted as evidence of financial responsibility by applicants, guarantors, insurers, escrow agents and others must be physically located in the United States to meet their responsibilities under the rules of this subpart.

The Commission deems such a requirement necessary in order to adequately insure the protection of the travelling public since the lack of such a requirement might prevent or impede the indemnification of an injured party. Sections 540.5(d) and 540.9(d) of the final rules restate the Commission's position and provide that there will be assets physically located in this country which may be proceeded against as intended by the Congress in Public Law 89–777.

Applicability of certificates to agents. Section 540.3 reads as follows:

> No person in the United States may arrange, offer, advertise, or provide passage on a vessel unless a Certificate (Performance) has been issued to or covers such person.

The purpose of this provision is to insure that the only persons selling tickets on vessels covered by this subpart are those persons (1) who have established their financial responsibility by obtaining a Certificate in their own name or (2) whose actions a holder of a Certificate is willing to be responsible for. It is not the intention of the Commission to require each and every travel agent to obtain a Certificate provided a carrier is able and willing to assume responsibility for the agents' actions.

Therefore, pursuant to section 3 of Public Law 89–777 (80 Stat. 1357, 1358) Title 46 CFR is hereby amended by the addition of a new Part 540 as follows:

Subpart A—Proof of Financial Responsibility, Bonding and Certification of Financial Responsibility for Indemnification of Passengers for Nonperformance of Transportation

Sec.
- 540.1 Scope.
- 540.2 Definitions.
- 540.3 Proof of financial responsibility, when required.
- 540.4 Procedure for establishing financial responsibility.
- 540.5 Insurance, guaranties, escrow accounts, and self-insurance.
- 540.6 Surety bonds.
- 540.7 Evidence of financial responsibility.
- 540.8 Denial, revocation, suspension, or modification.
- 540.9 Miscellaneous.

AUTHORITY: The provisions of this Subpart A issued under sec. 3 of Public Law 89–777 (80 Stat. 1357, 1358).

§ 540.1 Scope.

The regulations contained in this subpart set forth the procedures whereby persons in the United States who arrange, offer, advertise or provide passage on a vessel having berth or stateroom accommodations for 50 or more passengers and embarking passengers at U.S. ports shall establish their financial responsibility or, in lieu thereof, file a bond or other security for obligations under the terms of ticket contracts to indemnify passengers for nonperformance of transportation to which they would be entitled. Included also are the qualifications required by the Commission for issuance of a Certificate (Performance) and the basis for the denial, revocation, modification, or suspension of such Certificates.

§ 540.2 Definitions.

As used in this subpart, the following terms shall have the following meanings:

(a) "Person" includes individuals, corporations, partnerships, associations, and other legal entities existing under or authorized by the laws of the United States or any State thereof or the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands or any territory or possession of the United States, or the laws of any foreign country.

(b) "Vessel" means any commercial vessel having berth or stateroom accommodations for 50 or more passengers and embarking passengers at U.S. ports.

(c) "Commission" means the Federal Maritime Commission.

(d) "United States" includes the Commonwealth of Puerto Rico, the Virgin Islands or any territory or possession of the United States.

(e) "Berth or stateroom accommodations" or "passenger accommodations" includes all temporary and all permanent passenger sleeping facilities.

(f) "Certificate (Performance)" means a Certificate of Financial Responsibility for Indemnification of Passengers for Nonperformance of Transportation issued pursuant to this subpart.

(g) "Passenger" means any person who is to embark on a vessel at any U.S. port and who has paid any amount for a ticket contract entitling him to water transportation.

(h) "Passenger revenue" means those monies wherever paid by passengers who are to embark at any U.S. port for water transportation and all other accommodations, services and facilities relating thereto.

(i) "Unearned passenger revenue" means that passenger revenue received for water transportation and all other accommodations, services, and facilities relating thereto not yet performed.

(j) "Insurer" means any insurance company, underwriters, corporation, or association of underwriters, ship owners' protection and indemnity association, or other insurer acceptable to the Commission.

(k) "Evidence of insurance" means a policy, certificate of insurance, cover note, or other evidence of coverage acceptable to the Commission.

§ 540.3 Proof of financial responsibility, when required.

No person in the United States may arrange, offer, advertise, or provide passage on a vessel unless a Certificate (Performance) has been issued to or covers such person.

§ 540.4 Procedure for establishing financial responsibility.

(a) In order to comply with section 3 of Public Law 89–777 (80 Stat. 1357, 1358) enacted November 6, 1966, there must be filed an application on Form FMC–131 for a Certificate of Financial Responsibility for Indemnification of Passengers for Nonperformance of Transportation. Copies of Form FMC–131 may be obtained from the Secretary, Federal Maritime Commission, Washington, D.C. 20573, or at the Commission's offices at New York, N.Y.; New Orleans, La.; and San Francisco, Calif.

(b) An application for a Certificate (Performance) shall be filed in duplicate with the Secretary, Federal Maritime Commission, by the vessel owner or charterer at least 60 days in advance of the arranging, offering, advertising, or providing of any water transportation or tickets in connection therewith: *Provided, however,* That any person other than the owner or charterer who arranges, offers, advertises, or provides passage on a vessel may apply for a Certificate (Performance). Applications for initial certificates should be filed at least 30 days prior to the first sailing on or after May 5, 1967. The rules of this subpart shall not apply to the arranging, offering, or advertising of voyages which embark passengers at U.S. ports prior to May 5, 1967. Late filing of the application will be permitted only for good cause shown. All applications and evidence

required to be filed with the Commission shall be in English, and any monetary terms shall be expressed in terms of U.S. currency. The Commission shall have the privilege of verifying any statements made or any evidence submitted under the rules of this subpart.

(c) The application shall be signed by a duly authorized officer or representative of the applicant with a copy of evidence of his authority. In the event of any material change in the facts as reflected in the application, an amendment to the application shall be filed no later than five (5) days following such change. For the purpose of this subpart, a material change shall be one which (1) results in a decrease in the amount submitted to establish financial responsibility to a level below that required to be maintained under the rules of this subpart, or (2) requires that the amount to be maintained be increased above the amount submitted to establish financial responsibility. Notice of the application for, issuance, denial, revocation, suspension, or modification of any such Certificate shall be published in the FEDERAL REGISTER.

§ 540.5 Insurance, guaranties, escrow accounts, and self-insurance.

Except as provided in § 540.9(j), the amount of coverage required under this section and § 540.6(b) shall be in an amount determined by the Commission to be no less than 110 percent of the unearned passenger revenue of the applicant on the date within the 2 fiscal years immediately prior to the filing of the application which reflects the greatest amount of unearned passenger revenue: *Provided, however,* That the Commission for good cause shown may consider a time period other than the previous 2 fiscal year requirement in this section or other methods acceptable to the Commission to determine the amount of coverage required. Evidence of adequate financial responsibility for the purposes of this subpart may be established by one of the following methods:

(a) Filing with the Commission evidence of insurance, issued by an insurer, providing coverage for indemnification of passengers in the event of the nonperformance of water transportation.

(1) Termination or cancellation of the evidence of insurance, whether by the assured or by the insurer, and whether for nonpayment of premiums, calls or assessments or for other cause, shall not be effected (i) until notice in writing has been given to the assured or to the insurer and to the Secretary of the Commission at its office, 1321 H Street NW., Washington, D.C. 20573, by certified mail, and (ii) until after 30 days expire from the date notice is actually received by the Commission, or until after the Commission revokes the Certificate (Performance), whichever occurs first. Notice of termination or cancellation to the assured or insurer shall be simultaneous to such notice given to the Commission. The insurer shall remain liable for claims covered by said evidence of insurance arising by virtue of an event which had occurred prior to the effective date of said termination or cancellation. No such termination or cancellation shall become effective while a voyage is in progress.

(2) The insolvency or bankruptcy of the assured shall not constitute a defense to the insurer as to claims included in said evidence of insurance and in the event of said insolvency or bankruptcy the insurer agrees to pay any unsatisfied final judgments obtained on such claims.

(3) No insurance shall be acceptable under these rules which restricts the liability of the insurer where privity of the owner or charterer has been shown to exist.

(4) Subpargraphs (1) through (3) of this paragraph shall apply to the guaranty as specified in paragraph (c) of this section.

(b) Filing with the Commission evidence of an escrow account, acceptable to the Commission, for indemnification of passengers in the event of nonperformance of water transportation.

(c) Filing with the Commission a guaranty on Form FMC–133A, by a guarantor acceptable to the Commission, for indemnification of passengers in the event of nonperformance of water transportation.

(d) Filing with the Commission for qualification as a self-insurer such evidence acceptable to the Commission as will demonstrate continued and stable passenger operations over an extended period of time in the foreign or domestic trade of the United States. In addition, applicant must demonstrate financial responsibility by maintenance of working capital and net worth each in an amount calculated as in the introductory text of this section. The Commission will take into consideration all current contractural requirements with respect to the maintenance of such working capital and/or net worth to which the applicant is bound. Evidence must be submitted that the working capital and net worth required above is physically located in the United States. This evidence of financial responsibility shall be supported by and subject to the following which are to be submitted on a continuing basis for each year or portion thereof while the Certificate (Performance) is in effect:

(1) A current quarterly balance sheet: *Provided, however,* The Commission for good cause shown may require only an annual balance sheet;

(2) A current quarterly statement of income and surplus: *Provided, however,* The Commission for good cause shown may require only an annual statement of income and surplus;

(3) An annual current balance sheet and an annual current statement of income and surplus to be certified by appropriate certified public accountants;

(4) An annual current statement of the book value or current market value of any assets physically located within the United States together with a certification as to the existence and amount of any encumbrances thereon;

(5) An annual current credit rating report by Dun and Bradstreet or any similar concern found acceptable to the Commission;

(6) A list of all contractual requirements or other encumbrances (and to whom the applicant is bound in this regard) relating to the maintenance of working capital and net worth;

(7) All financial statements required to be submitted under this section shall be due within a reasonable time after the close of each pertinent accounting period;

(8) Such additional evidence of financial responsibility as the Commission may deem necessary in appropriate cases.

§ 540.6 Surety bonds.

(a) Where financial responsibility is not established under § 540.5, a surety bond shall be filed on Form FMC–132A. Such surety bond shall be issued by a bonding company authorized to do business in the United States and acceptable to the Commission for indemnification of passengers in the event of nonperformance of water transportation.

(b) In the case of a surety bond which is to cover all passenger operations of the applicant subject to these rules, such bond shall be in an amount calculated as in the introductory text of § 540.5.

(c) In the case of a surety bond which is to cover an individual voyage, such bond shall be in an amount determined by the Commission to equal the gross passenger revenue for that voyage.

(d) The liability of the surety under the rules of this subpart to any passenger shall not exceed the amount paid by any such passenger. Provided, however, no such bond shall be terminated while a voyage is in progress.

§ 540.7 Evidence of financial responsibility.

Where satisfactory proof of financial responsibility has been given or a satisfactory bond has been provided, a Certificate (Performance) covering specified vessels shall be issued evidencing the Commission's finding of adequate financial responsibility to indemnify passengers for nonperformance of water transportation. The period covered by the Certificate (Performance) shall be indeterminate, unless a termination date has been specified thereon.

§ 540.8 Denial, revocation, suspension, or modification.

(a) Prior to the denial, revocation, suspension, or modification of a Certificate (Performance), the Commission shall advise the applicant of its intention to deny, revoke, suspend, or modify and shall state the reasons therefor. If the applicant, within 20 days after the receipt of such advice, requests a hearing to show that the evidence of financial responsibility filed with the Commission does meet the rules of this subpart, such hearing shall be granted by the Commission: *Provided, however,* That a Certificate (Performance) shall become null and void upon cancellation or termination of the surety bond, evidence of insurance, guaranty, or escrow account.

(b) A Certificate (Performance) may be denied, revoked, suspended, or modified for any of the following reasons:

(1) Making any willfully false statement to the Commission in connection with an application for a Certificate (Performance);

(2) Circumstances whereby the party does not qualify as financially responsible in accordance with the requirements of the Commission;

(3) Failure to comply with or respond to lawful inquiries, rules, regulations or orders of the Commission pursuant to the rules of this subpart.

If the applicant, within 20 days after notice of the proposed denial, revocation, suspension, or modification, requests a hearing to show that such denial, revocation, suspension, or modification should not take place, such hearing shall be granted by the Commission.

§ 540.9 Miscellaneous.

(a) If any evidence filed with the application does not comply with the requirements of this subpart, or for any reason fails to provide adequate or satisfactory protection to the public, the Commission will notify the applicant stating the deficiences thereof.

(b) Any financial evidence submitted to the Commission under the rules of this subpart shall be written in the full and correct name of the person to whom the Certificate (Performance) is to be issued, and in case of a partnership, all partners shall be named.

(c) The Commission's bond (Form FMC–132A), guaranty (Form FMC–133A), and application (Form FMC–131) forms are hereby incorporated as a part of the rules of this subpart. Any such forms filed with the Commission under this subpart must be in duplicate.

(d) Any securities or assets accepted by the Commission (from applicants, insurers, guarantors, escrow agents, or others) under the rules of this subpart must be physically located in the United States.

(e) Each applicant, insurer, and guarantor shall designate a person in the United States as his legal agent for service of process for the purposes of the rules of this subpart.

(f) In the case of any charter arrangements involving a vessel subject to the regulations of this subpart, the vessel owner (in the event of a subcharter the charterer shall file) must within 10 days file with the Secretary of the Commission evidence of any such arrangement.

(g) Financial data filed in connection with the rules of this subpart shall be confidential except in instances where information becomes relevant in connection with hearings which may be requested by applicant pursuant to § 540.8 (a) or (b).

(h) Every person who has been issued a Certificate (Performance) must submit to the Commission a semiannual statement of any changes that have taken place with respect to the information contained in the application or documents submitted in support thereof. Negative statements are required to indicate no change. Such statements must cover every 6-month period commencing with the first 6-month period of the fiscal year immediately subsequent to the date of the issuance of the Certificate (Performance). In addition, the statements will be due within 30 days after the close of every such 6-month period.

(i) Vessels operated by the Panama Canal Company are exempted from the provisions of the rules of this subpart.

(j) The amount of (1) insurance as specified in § 540.5(a); (2) the escrow account as specified in § 540.5(b); (3) the guaranty as specified in §540.5(c); or (4) the surety bond as specified in §540.6 shall not be required to exceed 5 million dollars.

Effective date. To enable the Commission to process applications and accomplish certification of financial responsibility by May 5, 1967, as required by Public Law 89–777, the Commission is of the opinion that good cause exists for these rules to be effective less than 30 days after publication. Accordingly, these rules shall become effective on April 5, 1967.

NOTE: The reporting requirements contained herein have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

By order of the Federal Maritime Commission.

[SEAL] THOMAS LISI, *Secretary.*

Form FMC–131

FEDERAL MARITIME COMMISSION
WASHINGTON, D.C. 20573

APPLICATION FOR CERTIFICATE OF FINANCIAL RESPONSIBILITY

In compliance with the provisions of Public Law 89–777 and 46 CFR Part 540, application is hereby made for a Certificate of Financial Responsibility (check one or both as applicable):

☐ for indemnification of passengers for nonperformance. ☐ initial application. ☐ Certificate has previously been applied for (if so, give date of application and action taken thereon).

☐ to meet liability incurred for death or injury to passengers or other persons. ☐ initial application. ☐ Certificate has previously been applied for (if so, give date of application and action taken thereon).

INSTRUCTIONS

Submit two (2) typed copies of the application to the Secretary, Federal Maritime Commission, Washington, D.C. 20573. The application is in four parts: Part I—General; Part II—Performance; Part III—Casualty; and Part IV—Declaration. Applicants must answer all questions in Part I and Part IV, then Parts II and/or Part III as appropriate. Instructions relating to Part II and Part III are contained at the beginning of the respective part. If the information required to be submitted under 46 CFR Part 540 has been previously submitted under other rules and regulations of the Commission, state when and for what reason such information was submitted. If previously submitted, it is not necessary to resubmit. If additional space is required, supplementary sheets may be attached.

PART I—GENERAL

ANSWER ALL QUESTIONS

1. (a) Legal business name:

(b) English equivalent of legal name if customarily written in language other than English:

(c) Trade name or names used:

2. (a) State applicant's legal form of organization, i.e. whether operating as an individual, corporation, partnership, association, joint stock company, business trust, or other organized group of persons (whether incorporated or not), or as a receiver, trustee, or other liquidating agent, and describe current business activities and length of time engaged therein.

(b) If a corporation, association, joint stock company, business trust, or other organization, give:

Name of State or country in which incorporated or organized.

Date of the incorporation or organization.

(c) If a partnership, give name and address of each partner:

3. Give following information regarding any person or company controlling, controlled by, or under common control with you (answer only if applying as a self-insurer under Part II or Part III).

Name	Address	Business and relationship to you

4. In relation to the passenger transportation engaged in by you to or from U.S. ports:

Do you own all the vessels? ☐ Yes ☐ No

(If "No" indicate the nature of the arrangements under which those not owned by you are available to you (e.g., bareboat, time, voyage, or other charter, or arrangement).)

5. Name of each passenger vessel having accommodations for 50 or more passengers and embarking passengers at U.S. ports:

Name	Country of registry	Registration No.	Maximum number of berth or stateroom accommodations

6. Submit a copy of passenger ticket or other contract evidencing the sale of passenger transportation.

7. Name and address of applicant's U.S. agent or other person authorized to accept legal service in the United States.

PART II—PERFORMANCE

Answer items 8–15 if applying for Certificate of Financial Responsibility for Indemnification of Passengers for Nonperformance. If you are filing evidence of insurance, escrow account, guaranty, or surety bond under Subpart A of 46 CFR Part 540 and providing at least five (5) million dollars of coverage you need not answer questions 10–15.

8. If you are providing at least five (5) million dollars of coverage, state type of evidence and name and address of applicant's insurer, escrow agent, guarantor, or surety (as appropriate).

9.* A Certificate (Performance) is desired for the following proposed passenger voyage or voyages: (Give itinerary and indicate whether the Certificate is for a single voyage, multiple voyages or all voyages scheduled annually.)

Vessel	Voyage date	Voyage itinerary

10. Items 11–15 are optional methods; answer only the one item which is applicable

*The filing of sailing schedules will be acceptable in answer to this question.

to this application. Check the appropriate box below:

☐ Insurance (item 11).
☐ Escrow (item 12).
☐ Surety bond (item 13).
☐ Guaranty (item 14).
☐ Self-insurer (item 15).

11. (a) Total amount of performance insurance which is to be computed in accordance with 540.5 of 46 CFR Part 540. (Evidence of insurance must be filed with the Federal Maritime Commission before a Certificate (Performance) may be issued.)

(b) Method by which insurance amount is determined (attach data substantiating that amount is not less than that prescribed in 540.5 of 46 CFR Part 540).

(c) Name and address of applicant's insurer for performance policy.

12. (a) Name and address of applicant's escrow agent. (Applicants may pledge cash or U.S. Government securities, in lieu of a surety bond, to fulfill the indemnification provisions of Public Law 89–777.)

12. (b) Total escrow deposit which is to be computed in accordance with 540.5 of 46 CFR Part 540. (Escrow agreement must be filed with the Federal Maritime Commission before a Certificate (Performance) will be issued.) Cash $_____. U.S. Government Securities $_____.

(c) Method by which escrow amount is determined (attach data substantiating that amount is not less than that prescribed by 540.5 of 46 CFR Part 540).

13. (a) Total amount of surety bond in cordance with 540.6 of 46 CFR Part 540. (The bond must be filed with the Federal Maritime Commission before a Certificate (Performance) may be issued.)

(b) Method by which bond amount is determined (attach data substantiating that amount is not less than that prescribed in 540.6 of 46 CFR Part 540).

(c) Name and address of applicant's surety on performance bond.

14. (a) Total amount of guaranty which is to be computed in accordance with 540.5 of 46 CFR Part 540. (Guaranty must be filed with the Federal Maritime Commission before a Certificate (Performance) may be issued.)

(b) Method by which guaranty amount is determined (attach data substantiating that amount is not less than that prescribed in 540.5 of 46 CFR Part 540).

(c) Name and address of applicant's guarantor.

15. If applicant intends to qualify as a self-insurer for a Certificate (Performance) under 540.5 of 46 CFR Part 540, attach all data, statements, and documentation required therein.

PART III—CASUALTY

ANSWER ITEMS 16–22 IF APPLYING FOR CERTIFICATE OF FINANCIAL RESPONSIBILITY TO MEET LIABILITY INCURRED FOR DEATH OR INJURY TO PASSENGERS OR OTHER PERSONS

16. Name of passenger vessel subject to section 2 of Public Law 89–777 operated by you to or from U.S. ports which has largest number of berth or stateroom accommodations. State the maximum number of berth or stateroom accommodations.

17. Amount of death or injury liability coverage based on number of accommodations aboard vessel named in item 16 above, calculated in accordance with 540.24.

ITEMS 18–22 ARE OPTIONAL METHODS; ANSWER ONLY THE ONE ITEM WHICH IS APPLICABLE TO THIS APPLICATION

18. (a) Total amount of applicant's insurance. (Evidence of the insurance must be filed with the Federal Maritime Commission before a Certificate (Casualty) will be issued.)

(b) Name and address of applicant's insurer.

19. (a) Total amount of surety bond. (Bond must be filed with the Federal Maritime Commission before a Certificate (Casualty) will be issued.)

(b) Name and address of applicant's surety for death or injury bond.

20. (a) Total amount of escrow deposit. (Escrow agreement must be filed with the Federal Maritime Commission before a Certificate (Casualty) will be issued.)

(b) Name and address of applicant's escrow agent.

21. (a) Total amount of guaranty. (Guaranty must be filed with the Federal Maritime Commission before a Certificate (Casualty) will be issued.)

(b) Name and address of applicant's guarantor.

22. If applicant intends to qualify as a self-insurer for a Certificate (Casualty) under 540.24(c) of 46 CFR Part 540, attach all data, statements and documentation required therein.

PART IV—DECLARATION

This application is submitted by or on behalf of:

(a) Name.
(b) Name and title of official.
(c) Home office—Street and number.
(d) City.
(e) State or country.
(f) ZIP Code.
(g) Principal office in the United States—Street and number.
(h) City.
(i) State.

I declare that I have examined this application, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete.

By _____
(Signature of official)

_____
(Date)

Comments:

Form FMC–132A

PASSENGER VESSEL SURETY BOND (46 CFR 540)

Know all men by these presents, that We _____, of _____, _____ (Name of applicant) (City) (State and county) _____, as Principal (hereinafter called Principal), and _____, a company (Name of surety) created and existing under the laws of _____ and authorized to do (State and country) business in the United States as Surety (hereinafter called Surety) are held and firmly bound unto the United States of America in the penal sum of _____, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Principal intends to become a holder of a Certificate (Performance) pursuant to the provisions of Subpart A of Part 540 of Title 46, Code of Federal Regulations and has elected to file with the Federal Maritime Commission such a bond to insure financial responsibility and the supplying of transportation and other services subject to Subpart A of Part 540 of Title 46, Code of Federal Regulations in accordance with the ticket contract between the Principal and the passenger, and

Whereas this bond is written to assure compliance by the Principal as an authorized holder of a Certificate (Performance) pursuant to Subpart A of Part 540 of Title 46, Code of Federal Regulations, and shall inure to the benefit of any and all passengers to whom the Principal may be held legally liable for any of the damages herein described.

Now, therefore, the condition of this obligation is such that if the Principal shall pay or cause to be paid to passengers any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to provide such transportation and other accommodations and services in accordance with the ticket contract made by the Principal and the passenger while this bond is in effect for the supplying of transportation and other services pursuant to and in accordance with the provisions of Subpart A of Part 540 of Title 46, Code of Federal Regulations, then this obligation shall be void, otherwise, to remain in full force and effect.

The liability of the Surety with respect to any passenger shall not exceed the passage price paid by or on behalf of such passenger.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Maritime Commission forthwith of all suits filed, judgments rendered, and payments made by said Surety under this bond.

This bond is effective the ____ day of _____, 19__, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time terminate this bond by written notice sent by certified mail to the other and to the Federal Maritime Commission at its office in Washington, D.C., such termination to become effective thirty (30) days after actual receipt of said notice by the Commission. Provided, however, no such termination shall become effective while a voyage is in progress. The Surety shall not be liable hereunder for any refunds due under ticket contracts made by the Principal for the supplying of transportation and other services after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for refunds arising from ticket contracts made by the Principal for the supplying of transportation and other services prior to the date such termination becomes effective.

In witness whereof, the said Principal and Surety have executed this instrument on the ____ day of _____, 19__.

PRINCIPAL.

Name_____
By_____
(Signature and title)
Witness_____

SURETY.

[SEAL] Name_____
By_____
(Signature and title)
Witness_____

Only corporations or associations of individual insurers may qualify to act as surety, and they must establish to the satisfaction of the Federal Maritime Commission legal authority to assume the obligations of surety and financial ability to discharge them.

Form FMC–133A

GUARANTY IN RESPECT OF LIABILITY FOR NONPERFORMANCE SECTION 3 OF THE ACT

1. Whereas _____ as Guar- (Name of applicant) antee (Hereinafter referred to as the "Applicant") is the Owner or Charterer of the

passenger Vessel(s) specified in the annexed Schedule ("the Vessels"), which are or may become engaged on voyages to or from United States ports, and the Applicant desires to establish its financial responsibility in accordance with Section 3 of Public Law 89-777, 89th Congress, approved November 6, 1966 ("the Act") then, provided that the Federal Maritime Commission ("FMC") shall have accepted, as sufficient for that purpose, the Applicant's application, supported by this Guaranty, and provided that FMC shall issue to the Applicant a Certificate (Performance) ("Certificate"), the undersigned Guarantor hereby guarantees to discharge the Applicant's legal liability to indemnify the passengers of the Vessels for nonperformance of transportation within the meaning of Section 3 of the Act, in the event that such legal liability has not been discharged by the Applicant within 21 days after any such passenger has obtained a final judgment (after appeal, if any) against the Applicant from a United States Federal or State Court of competent jurisdiction, or has become entitled to payment of a specified sum by virtue of a compromise settlement agreement made with the Applicant, with the approval of the Guarantor, whereby, upon payment of the agreed sum, the Applicant is to be fully, irrevocably and unconditionally discharged from all further liability to such passenger for such nonperformance.

2. The Guarantor's liability under this Guaranty in respect to any passenger shall not exceed the amount paid by such passenger; and the aggregate amount of the Guarantor's liability under this Guaranty shall not exceed $_____.

3. The Guarantor's liability under this Guaranty shall attach only in respect of events giving rise to a cause of action against the Applicant, in respect of any of the Vessels, for nonperformance of transportation within the meaning of section 3 of the Act, occurring after the Certificate has been granted to the Applicant, and before the expiration date of this Guaranty, which shall be the earlier of the following dates:

(a) The date whereon the Certificate is withdrawn, or for any reason becomes invalid or ineffective,

(b) The date 30 days after the date of receipt by FMC of notice in writing (including telex or cable) that the Guarantor has elected to terminate this Guaranty:

Provided, however, That if, on the date which would otherwise have been the expiration date under the foregoing provisions (a) or (b) of this Clause 3, any of the Vessels is on a voyage whereon passengers have been embarked at a United States port, then the expiration date of this Guaranty shall, in respect of such Vessel, be postponed to the date on which the last passenger on such voyage shall have finally disembarked;

Also provided, however, such termination shall not affect the liability of the Guarantor for refunds arising from ticket contracts made by the Applicant for the supplying of transportation and other services prior to the date such termination becomes effective.

4. If, during the currency of this Guaranty, the Applicant requests that a vessel owned and operated by the Applicant, and not specified on the annexed Schedule, should become subject to this Guaranty, and if the Guarantor accedes to such request and so notifies FMC in writing (including telex or cable), then provided that within 30 days of receipt of such notice FMC shall have granted a Certificate, such vessel shall thereupon be deemed to be one of the Vessels included in the said Schedule and subject to this Guaranty.

5. The Guarantor hereby designates _____, with offices at _____, as the Guarantor's legal agent for service of process for the purposes of the Rules of the Federal Maritime Commission, Subpart A of Part 540 of Title 46, Code of Federal Regulations issued under section 3 of Public Law 89-777 (80 Stat. 1357, 1358), entitled "Security for the Protection of the Public."

_____
(Place and date of execution)

_____
(Type name of guarantor)

_____
(Type address of guarantor)

By _____
(Signature and title)

SCHEDULE OF VESSELS REFERRED TO IN CLAUSE 1

VESSELS ADDED TO THIS SCHEDULE IN ACCORDANCE WITH CLAUSE 4

[F.R. Doc. 67-2723; Filed, Mar. 10, 1967; 8:48 a.m.]

Title 43—PUBLIC LANDS: INTERIOR

Chapter II—Bureau of Land Management, Department of the Interior

APPENDIX—PUBLIC LAND ORDERS

[Public Land Order 4175]

[Sacramento 079580]

CALIFORNIA

Powersite Restoration No. 636; Revocation of Powersite Reserves

By virtue of the authority vested in the President by section 1 of the act of June 25, 1910 (36 Stat. 847; 43 U.S.C. 141), and pursuant to Executive Order No. 10355 of May 26, 1952 (17 F.R. 4831), it is ordered as follows:

The Executive orders of December 11, 1912, June 6, 1914, and June 17, 1920, creating Powersite Reserves Nos. 324, 439, and 746, respectively, are hereby revoked so far as they affect the following described lands:

MOUNT DIABLO MERIDIAN

SHASTA NATIONAL FOREST

Powersite Reserve No. 324

T. 37 N., R. 2 W.,
Sec. 4, S½NW¼.
T. 37 N., R. 3 W.,
Sec. 14, SE¼SE¼;
Sec. 26, NW¼NE¼.

Powersite Reserve No. 439

T. 36 N., R. 3 W.,
Sec. 4, lot 3 (NE¼NW¼), SW¼NE¼, SE¼NW¼, and W½SE¼;
Sec. 22, NW¼NW¼;
Sec. 28, NW¼NE¼ and NW¼.

Powersite Reserve No. 746

T. 38 N., R. 2 W.,
Sec. 34, SW¼NE¼.

The areas described aggregate 120 acres of national forest lands and 521.08 acres of patented lands, all in Shasta County. The national forest lands are either withdrawn for Power Project No. 2099, or have previously been restored subject to section 24 of the Federal Power Act of June 10, 1920 (16 U.S.C. 818), as amended. As to the latter, the effect of this order is to relieve the lands of the provisions of the said section 24.

HARRY R. ANDERSON,
Assistant Secretary of the Interior.

MARCH 7, 1967.

[F.R. Doc. 67-2700; Filed, Mar. 10, 1967; 8:46 a.m.]

Proposed Rule Making

DEPARTMENT OF AGRICULTURE

Consumer and Marketing Service

[7 CFR Part 932]

OLIVES GROWN IN CALIFORNIA

Handler Nominees

Notice is hereby given that the Department is considering a proposed amendment, as hereinafter set forth, to the rules and regulations (Subpart—Rules and Regulations; 7 CFR 932.108–932.154; 31 F.R. 12635) currently effective pursuant to the applicable provisions of the marketing agreement and order 932 (7 CFR Part 932), regulating the handling of olives grown in California. This is a regulatory program effective under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601–674).

The amendment to the said rules and regulations was proposed by the Olive Administrative Committee, established under the said marketing agreement and order as the agency to administer the terms and provisions thereof.

The amendment would modify the provisions of § 932.29(b)(7) to provide that two nominees for handler member and two nominees for handlers alternate member positions on the committee may be affiliated with the same handler. Current provisions of such section provide that not more than one nominee for member and one nominee for alternate member may be so affiliated. The committee reports that due to mergers which have taken place there are now only three cooperative olive handlers in the industry, and the proposed action is necessary to permit nominations of persons to fill the four handler member and four handler alternate member positions assigned to cooperative handlers, under the order.

The proposed amendment is as follows:

§ 932.160 Modification of provisions relative to handler nominees.

The provisions of § 932.29(b)(7) are modified to provide that not more than two nominees for member and two nominees for alternate member positions on the committee may be affiliated with the same handler.

All persons who desire to submit written data, views, or arguments for consideration in connection with the proposal may file the same, in quadruplicate, with the Hearing Clerk, U.S. Department of Agriculture, Room 112, Administration Building, Washington, D.C. 20250, not later than the 7th day after publication of the notice in the FEDERAL REGISTER. All written submissions made pursuant to this notice will be made available for public inspection at the Office of the Hearing Clerk during regular business hours. (7 CFR 1.27(b))

Dated: March 8, 1967.

PAUL A. NICHOLSON,
Deputy Director, Fruit and Vegetable Division, Consumer and Marketing Service.

[F.R. Doc. 67-2718; Filed, Mar. 10, 1967; 8:48 a.m.]

[7 CFR Part 1047]

[Docket No. AO 33-A35]

MILK IN FORT WAYNE, IND., MARKETING AREA

Notice of Recommended Decision and Opportunity To File Written Exceptions on Proposed Amendments to Tentative Marketing Agreement and to Order

Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and the applicable rules of practice and procedure governing the formulation of marketing agreements and marketing orders (7 CFR Part 900), notice is hereby given of the filing with the Hearing Clerk of this recommended decision with respect to proposed amendments to the tentative marketing agreement and order regulating the handling of milk in the Fort Wayne, Ind., marketing area.

Interested parties may file written exceptions to this decision with the Hearing Clerk, U.S. Department of Agriculture, Washington, D.C. 20250, by the third day after publication of this decision in the FEDERAL REGISTER. The exceptions should be filed in quadruplicate. All written submissions made pursuant to this notice will be made available for public inspection at the office of the Hearing Clerk during regular business hours (7 CFR 1.27(b)).

Preliminary statement. The hearing on the record of which the proposed amendments, as hereinafter set forth, to the tentative marketing agreement and to the order as amended, were formulated, was conducted at Fort Wayne, Ind., on February 9, 1967, pursuant to notice thereof which was issued January 27, 1967 (32 F.R. 1132).

The material issue on the record of the hearing relates to a proposed reduction in the rate of "take-out" prescribed in the "Louisville plan" of seasonal pricing.

Findings and conclusions. The Louisville seasonal pricing plan "take-out" rate should be reduced to 20 cents per hundredweight of producer milk in April and 25 cents for each of the months of May and June.

The order presently provides for the withholding from the computation of the uniform price for each of the months of April, May, and June an amount equal to eight percent of the Class I price multiplied by the total hundredweight of producer milk. One-third of the total amount withheld is then added in computing uniform prices for each of the months of September, October, and November for "pay-back" to producers delivering milk to regulated plants in these months. The purpose of the seasonal incentive price plan is to induce dairy farmers on the market to increase fall production in relation to spring production, thus encouraging a more even pattern of milk deliveries throughout the year.

Two cooperative associations, representing a large majority of the producers on the market, proposed the reduction in the rate of "take-out" during the months of April, May, and June adopted herein. Proponents stated it is imperative that the seasonal price differences between this market and other Federal order markets in Ohio be reduced by changing the rate of withholding under the seasonal incentive plan. Proponents of the reduced rate of "take-out," however, proposed no change in the division of the accumulated funds over the three "pay-back" months.

Proponents pointed out that producers leave, or may be removed from, the market in April, May, and June to avoid the high rate of "take-out" and return to the market during the "pay-back" months of September, October, and November. This shifting is possible, in part, because one of the cooperatives has producer members shipping to at least three Federal order markets. It was proponents' position that unless the rate is reduced the unsettling disturbances to market supplies caused during the past year by the shifting of producers from market to market would continue.

Proponents object to continuing the rate of "take-out" as a percentage of the Class I price because the Class I price has increased in recent periods, thus increasing the "take-out," and because of the uncertainty of the amount to be involved. It was their position that sufficient improvement in the seasonal production of milk has been accomplished to warrant some reduction in the rate of "take-out." In addition, they contended that there would be added price stability from fixing a definite amount to be deducted from producers' blend prices in the three "take-out" months, thus aiding producers in future production plans. They pointed out also that the proposed rate is similar to that under the Louisville plans for the Dayton-Springfield and Greater Cincinnati markets and that the reduced rate proposed would result in

improved price relationships with these and other neighboring markets.

The cooperatives' proposed rate of "take-out" of 20 cents per hundredweight of producer milk in April and 25 cents in May and June should be adopted.

The 13 Indiana counties of the Fort Wayne supply area are a common milk supply area for at least eight Federal order markets. Thus, there is considerable overlapping of the Fort Wayne supply area with those of other markets. Eleven of the same 13 counties also are part of the Fort Wayne marketing area. The rather uniform health requirements in these competing markets, together with improved roads and transportation facilities for moving milk over greater distances, have made it readily possible for dairy farmers to shift, or be shifted, among these markets, often on a temporary basis, to obtain the highest price for their milk.

During the five-year period (1961–65) the rate of "take-out" approximated 35 cents per hundredweight of milk for each of the months of April, May, and June. The rate of "take-out" in May and June 1966 averaged about 39 cents, and at present Class I price levels could reach 44 cents in April, May, and June 1967. It is apparent that these relatively high rates of "take-out" contribute to substantial differences in blend prices among the several markets not strictly related to differences in market utilization or the relative needs of the markets for milk supplies. They constitute an inducement to the Fort Wayne producer or his organization to shift milk among markets on a month-to-month basis in an effort to maximize returns. There is reason to believe also that, to some extent at least, the higher rate of withholding in Fort Wayne has provided a significant procurement advantage for Northeastern Ohio and Greater Cincinnati order handlers in the "take-out" months.

While the major objective of the Louisville plan is not to establish intermarket alinement of blend prices, it should not be permitted to cause such misalinement of blend prices that uneconomic movements will take place or that it will tend to diminish needed market supplies. Reduction of the "take-out" rate will better enable this market to retain the necessary year-round supplies of milk. At the present time, supplies and sales are reasonably related, as indicated by the average utilization of producer milk in Class I milk of 73 percent for 1966. (Official notice is taken of the Market Administrator's statistical announcement for December 1966.)

The blend prices resulting from more uniform amounts of seasonal price changes provided under the several orders in this area also will give producers in the overlapping supply areas a clearer guide as to the market where the need for milk is greatest. Thus, orderly marketing conditions will be promoted.

Had the proposed rate of "take-out" been effective, the average blend price for April, May, and June 1966 would have been $4.35 as compared to the Northeastern Ohio blend price of $4.53, Dayton-Springfield $4.37, Greater Cincinnati $4.29, and Northwestern Ohio $4.65. Under normal operation of present order provisions, the Fort Wayne blend price would have averaged $4.19 in April–June 1966. However, the blend price actually averaged $4.32 for such 3 months in 1966 because the "take-out" was suspended for the month of April in 1966 thus increasing the price in such months. While hauling rates to these various markets from the Fort Wayne area differ somewhat, it can be expected that the resulting blend prices will result in a more stable supply situation in the Fort Wayne market.

Very similar blend price relationships among these markets would have prevailed for the corresponding three months of 1965, under the same conditions. Under the amendment adopted herein the Fort Wayne blend price would have averaged $3.83 as compared to the Northeastern Ohio blend price of $3.95, Dayton-Springfield $3.98, Greater Cincinnati $3.79, and Northwestern Ohio $3.99. The announced Fort Wayne blend prices for such months averaged $3.71. Thus, the proposed lesser "take-out" rate would have brought the Fort Wayne blend into closer relationship to the other markets.

Since the recommended rate of "take-out" will result in a reduction in accumulated funds during the spring "take-out" period, it will result in a lesser amount paid back during the fall months. Under the amendment adopted the rate of "pay-back" per hundredweight of producer milk for the months of September, October and November 1966 would have closely approximated the actual average of 24 cents per hundredweight paid to producers for such months inasmuch as the "take-out" period was limited to May and June 1966, through suspension of this provision for April 1966.

If the proposed amendments had been effective during the three "pay-back" months of September, October, and November, 1966, the average blend price would have been $5.49 as compared to the Northeastern Ohio blend price of $5.43, Dayton-Springfield $5.77, Greater Cincinnati $5.61, and the Northwestern Ohio $5.38. Under the present order provisions and in the absence of the suspension of the "take-out" in April 1966, the blend price would have averaged $5.62.

Quite similar blend price relationships among these markets would have prevailed for the same three months of 1965. The Fort Wayne blend price would have averaged about $4.56, as compared to the Northeastern Ohio blend price of $4.49, Dayton-Springfield $4.79, Greater Cincinnati $4.81, and Northwestern Ohio $4.47. The announced Fort Wayne blend prices for such months averaged $4.70.

There were no proposals to maintain the present rate of deduction under the Louisville plan. However, one dairy farmer shipping milk from one farm to a plant regulated by the Northwestern Indiana order and from a second farm to a plant regulated by the Fort Wayne order recommended elimination of the Louisville plan. In support of his proposal, he compared seasonal production changes and producer numbers on the Southern Michigan market to those of the Fort Wayne market.

There was no evidence that any substantial number of producers in the Fort Wayne production area ship to plants regulated by the Southern Michigan order or that the two markets strongly compete for supplies. Moreover, the situation in the Southern Michigan market is significantly different from the Fort Wayne market since for many years the Southern Michigan market has employed a base-excess plan of payment to producers to accomplish evenness of producer deliveries throughout the year. This comparison of markets using different seasonal pricing plans does not provide sufficient indication that the Louisville plan is no longer a necessary feature of pricing in the Fort Wayne market. The proposal to eliminate the plan, therefore, is denied.

Proponent cooperatives proposed that the reduced rate of "take-out" should apply also for those dairy farmers delivering milk to any partially regulated handler who elects, as provided by the order, to pay such dairy farmers the full classified use value of his milk.

The cooperatives' representative stated that there has been no change in the basis for applying the Louisville plan in such instances as set forth in the Assistant Secretary's April 30, 1962, decision (27 F.R. 4282), official notice of which is taken. This decision adopted identical rates of "take-out" for dairy farmers delivering milk to both partially regulated and fully regulated handlers. It was the cooperatives' position that this situation warrants continuation of similar treatment even though the rate of "take-out" is reduced. It is concluded, therefore, that the rate of "take-out" as proposed by the proponent cooperatives should apply also for the partially regulated handler.

Rulings on proposed findings and conclusions. The period from the close of the hearing through February 20, 1967, was allowed for the filing of briefs. None were filed.

General findings. The findings and determinations hereinafter set forth are supplementary and in addition to the findings and determinations previously made in connection with the issuance of the aforesaid order and of the previously issued amendments thereto; and all of said previous findings and determinations are hereby ratified and affirmed, except insofar as such findings and determinations may be in conflict with the findings and determinations set forth herein.

(a) The tentative marketing agreement and the order, as hereby proposed to be amended, and all of the terms and conditions thereof, will tend to effectuate the declared policy of the Act;

(b) The parity prices of milk as determined pursuant to section 2 of the Act are not reasonable in view of the price

of feeds, available supplies of feeds, and other economic conditions which affect market supply and demand for milk in the marketing area, and the minimum prices specified in the proposed marketing agreement and the order, as hereby proposed to be amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest; and

(c) The tentative marketing agreement and the order, as hereby proposed to be amended, will regulate the handling of milk in the same manner as, and will be applicable only to persons in the respective classes of industrial and commercial activity specified in, a marketing agreement upon which a hearing has been held.

Recommended marketing agreement and order amending the order. The following order amending the order as amended regulating the handling of milk in the Fort Wayne, Ind., marketing area is recommended as the detailed and appropriate means by which the foregoing conclusions may be carried out. The recommended marketing agreement is not included in this decision because the regulatory provisions thereof would be the same as those contained in the order, as hereby proposed to be amended:

1. In § 1047.62(b)(1), the first proviso of subdivision (i) (*b*) is changed and paragraph (b)(2) is changed to read as follows:

§ 1047.62 **Obligations of handler operating a partially regulated distributing plant.**

* * * * *

(b) * * *
(1) * * *
(i) * * *
(*b*) * * *

Provided, That for each of the months of April, May, and June an amount computed by multiplying the total hundredweight of milk received from dairy farmers at such plant by the following amounts: 20 cents in April and 25 cents in May and June, shall be subtracted from the amount computed pursuant to this subdivision:

* * * * *

(2) On or before the 17th day after the end of each of the months of April, May, and June for the producer-settlement fund an amount computed by multiplying the total hundredweight of milk received from dairy farmers at such plant by the following amounts: 20 cents in April and 25 cents in May and June;

* * * * *

2. In § 1047.71, paragraph (h) is changed to read as follows:

§ 1047.71 **Computation of uniform prices.**

* * * * *

(h) Subtract from the remainder for each of the months of April, May, and June an amount computed by multiplying the total hundredweight of producer milk for such month by the following amounts: 20 cents in April and 25 cents in May and June:

* * * * *

Signed at Washington, D.C., on March 7, 1967.

CLARENCE H. GIRARD,
Deputy Administrator,
Regulatory Programs.

[F.R. Doc. 67-2719; Filed, Mar. 10, 1967; 8:48 a.m.]

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Food and Drug Administration

[21 CFR Part 130]

CONSENT FOR USE OF INVESTIGATIONAL NEW DRUGS ON HUMANS

Proposed Revision of Statement of Policy

Pursuant to the provisions of the Federal Food, Drug, and Cosmetic Act (secs. 505(i), 701(a), 52 Stat. 1053, as amended, 1055; 21 U.S.C. 355(i), 371(a)), and under the authority delegated to the Commissioner of Food and Drugs by the Secretary of Health, Education, and Welfare (21 CFR 2.120), and in consonance with the Declaration of Helsinki adopted by the World Medical Association, and the "Ethical Guidelines for Clinical Investigation" adopted by the House of Delegates of the American Medical Association, it is proposed that § 130.37 be revised to read as follows:

§ 130.37 **Consent for use of Investigational New Drugs (IND) on humans; statement of policy.**

(a) Section 505(i) of the act provides that regulations on use of investigational new drugs on human beings shall impose the condition that investigators "obtain the consent of such human beings or their representatives, except where they deem it not feasible or, in their professional judgment, contrary to the best interests of such human beings."

(b) This means that the consent of such human beings (or the consent of their representatives) to whom investigational drugs are administered primarily for the accumulation of scientific knowledge, for such purposes as studying drug behavior, body processes, or the course of a disease, must be obtained in all cases and, in all but exceptional cases, the consent of patients under treatment with investigational drugs, or the consent of their representatives, must be obtained.

(c) "Under treatment" applies when the administration of the investigational drug for diagnostic, therapeutic, or other purpose involves medical judgment, taking into account the individual circumstances pertaining to the patient to whom the investigational drug is to be administered.

(d) "Exceptional cases," as used in paragraph (b) of this section, are those relatively rare cases in which it is not feasible to obtain the patient's consent or the consent of his representative, or in which, as a matter of professional judgment exercised in the best interest of a particular patient under the investigator's care, it would be contrary to that patient's welfare to obtain his consent.

(e) "Patient" means a person under treatment.

(f) "Not feasible" is limited to cases where the investigator is not capable of obtaining consent because of inability to resentative; for example, where the patient is in a coma or is otherwise incapable of giving informed consent, his representative cannot be reached, and it is imperative to administer the drug without delay.

(g) "Contrary to the best interests of such human beings" applies when the communication of information to obtain consent would seriously affect the patient's well-being and the physician has exercised a professional judgment that under the particular circumstances of this patient's case, the patient's best interests would suffer if consent were sought.

(h) "Consent" means that the person involved has legal capacity to give consent, is so situated as to be able to exercise free power of choice, and is provided with a fair explanation of pertinent information concerning the investigational drug, and/or his possible use as a control, as to enable him to make a decision as to his willingness to receive said investigational drug. This latter element means that before the acceptance of an affirmative decision by such person the investigator should carefully consider and make known to him (taking into consideration such person's well-being and his ability to understand) the nature, expected duration, and purpose of the administration of said investigational drug; the method and means by which it is to be administered; the hazards involved; the existence of alternative forms of therapy, if any; and the beneficial effects upon his health or person that may possibly come from the administration of the investigational drug.

When consent is necessary under the rules set forth in this section, the consent of persons receiving an investigational new drug in Phase 1[1] and Phase 2[1] investigations (or their representatives) shall be in writing. When consent is necessary under such rules in Phase 3[1] investigations, it is the responsibility of investigators, taking into consideration the physical and mental state of the patient to decide when it is necessary or preferable to obtain consent in other than written form. When such written consent is not obtained, the investigator must obtain oral consent and record that fact in the medical record of the person receiving the drug.

Any interested person may, within 30 days from the date of publication of this notice in the FEDERAL REGISTER, file with the Hearing Clerk, Department of Health, Education, and Welfare, Room 5440, 330

[1] As discussed in item 10 of Form FD 1571 which Form is set forth in § 130.3(a)(2).

Independence Avenue SW., Washington, D.C. 20201, written comments, preferably in quintuplicate, on this proposal. Comments may be accompanied by a memorandum or brief in support thereof.

Dated: March 9, 1967.

JAMES L. GODDARD,
Commissioner of Food and Drugs.

[F.R. Doc. 67-2788; Filed, Mar. 10, 1967; 8:48 a.m.]

ATOMIC ENERGY COMMISSION

[10 CFR Parts 30, 40, 50, 70, 170]

FACILITY AND MATERIALS LICENSES

Proposed Fees

The Atomic Energy Commission is proposing to establish fees for facility construction permits and operating licenses issued under 10 CFR Part 50 and for specific byproduct, source, and special nuclear materials licenses issued under 10 CFR Parts 30, 32–35, 40, and 70.

The Commission is proposing the establishment of fees for its facility and materials licenses which it believes to be reasonable and compatible with the Commission's responsibility for fostering the development of nuclear energy. The fees are set out below in a proposed new Part 170. Amendments to Parts 30, 40, 50, and 70 to reflect the proposed application filing fee requirements are also proposed. The fees would apply to specific licenses but not to general licenses at the present time.[1]

The Commission is proposing application filing fees, license issuance fees, and annual fees for both facility and materials licenses. With respect to both facility and materials licenses, if a single application covers more than one facility, or class of licensed material, only a single application fee need be paid. However, if more than one license is issued in response to an application, the applicable fees for each license will be assessed. License issuance and annual fees for both facilities and materials would be deemed as assessed for licensing services to be performed by the Commission and paid for at the beginning of the year in which they are rendered. No refunds would be made if the license terminates before the expiration of the year.

Facility license fees. Fees are proposed for all facility construction permits and operating licenses under Part 50 of the Commission's rules and regulations, except for licenses to export facilities and for certain licenses held by educational institutions. The following types of fees would be required: (1) A fee for filing an application for a construction permit; (2) a construction permit issuance fee, and (3) an operating license issuance fee and annual fee payable each year after issuance of the operating license. No separate fees would be assessed for licensing of nuclear material incidental to the operation of a facility, or for facility operator licenses under 10 CFR Part 55. The filing fee would be payable in full at the time of filing the application. Construction permit fees and operating license fees would be payable when the first authorization is received; i.e., the provisional construction permit or operating license. Annual fees would be payable 1 year after the issuance of any provisional operating license, or in the case of a facility for which an operating license has already been issued, 1 year after the effective date of Part 170 and annually thereafter.

Materials license fees. Fees are proposed for specific byproduct, source, and special nuclear materials licenses issued pursuant to 10 CFR Parts 30, 32–35, 40, and 70. For new licenses, application fees would be payable at the time of filing of the application. Annual fees would be payable 1 year after the issuance of the license, or in case of outstanding licenses, 1 year after the effective date of Part 170 and annually thereafter. Exemptions are provided for licenses for material incidental to the operation of a facility, as indicated above, for licenses for export or import only of byproduct, source, or special nuclear materials and for certain licenses held by educational institutions.

Pursuant to the Atomic Energy Act of 1954, as amended, and the Administrative Procedure Act of 1946, as amended, notice is hereby given that adoption of the following amendments of 10 CFR Parts 30, 40, 50, and 70 and of the following new 10 CFR Part 170 is contemplated. All interested persons who desire to submit written comments or suggestions in connection with the proposed amendments and regulation should send them to the Secretary, U.S. Atomic Energy Commission, Washington, D.C. 20545, within 60 days after publication of this notice in the FEDERAL REGISTER. Comments received after that period will be considered if it is practicable to do so, but assurance of consideration cannot be given except as to comments filed within the period specified. Copies of comments on the proposed rule may be examined at the Commission's Public Document Room at 1717 H Street NW., Washington, D.C.

1. Section 30.32 of 10 CFR Part 30 is amended by adding a new paragraph (e) to read as follows:

§ 30.32 Applications for specific licenses.

* * * * *

(e) Each application for a byproduct material license, other than a license exempted from Part 170 of this chapter, and other than an application for renewal or amendment of a license, shall be accompanied by the fee prescribed in Part 170 of this chapter.

2. Section 40.31 of 10 CFR Part 40 is amended by adding a new paragraph (f) to read as follows:

§ 40.31 Applications for specific licenses.

* * * * *

(f) Each application for a source material license, other than a license exempted from Part 170 of this chapter, and other than an application for renewal or amendment of a license, shall be accompanied by the fee prescribed in Part 170 of this chapter.

3. Section 50.30 of 10 CFR Part 50 is amended by adding a new paragraph (d) to read as follows:

§ 50.30 Filing of applications for licenses, oath or affirmation.

* * * * *

(d) *Filing fees.* Each application for a production or utilization facility license, including whenever appropriate, a construction permit, other than a license exempted from Part 170 of this chapter, shall be accompanied by the fee prescribed in Part 170 of this chapter. No fee will be required to accompany an application for renewal, amendment or termination of a construction permit or operating license, except as provided in § 170.21 of this chapter.

4. Section 70.21 of 10 CFR Part 70 is amended by adding a new paragraph (f) to read as follows:

§ 70.21 Filing.

* * * * *

(f) Each application for a special nuclear material license, other than a license exempted from Part 170 of this chapter, and other than an application for renewal or amendment of a license, shall be accompanied by the fee prescribed in Part 170 of this chapter.

5. Chapter I of Title 10 of the Code of Federal Regulations is amended by adding a new Part 170 to read as follows:

PART 170—FEES FOR FACILITIES AND MATERIALS LICENSED UNDER THE ATOMIC ENERGY ACT OF 1954, AS AMENDED

GENERAL PROVISIONS

SCHEDULE OF FEES

ENFORCEMENT

AUTHORITY: The provisions of this Part 170 issued under sec. 501, 65 Stat. 290; sec. 161, 68 Stat. 948; 42 U.S.C. 2201.

GENERAL PROVISIONS

§ 170.1 Purpose.

The regulations in this part set out fees charged for licensing services rendered by the Atomic Energy Commission, as authorized under Title V of the In-

[1] Specific licenses are issued to named persons upon applications filed pursuant to the regulations in Parts 30, 32–36, 40, 50, and 70 of this chapter. General licenses are effective without the filing of applications with the Commission or the issuance of licening documents to particular persons.

dependent Offices Appropriation Act of 1952 (65 Stat. sec. 290), and provisions regarding their payment.

§ 170.2 Scope.

Except for persons who apply for or hold the licenses exempted in § 170.11, the regulations in this part apply to each person who is an applicant for or holder of a specific license issued pursuant to Parts 30, 32–36, 40, 50, and 70 of this chapter.

§ 170.3 Definitions.

As used in this part:

(a) "Byproduct material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear materials.

(b) "Materials license" means a byproduct material license issued pursuant to Parts 30 and 32–36 of this chapter, or a source material license issued pursuant to Part 40 of this chapter, or a special nuclear materials license issued pursuant to Par' 70 of this chapter.

(c) "Nuclear reactor" means an apparatus, other than an atomic weapon, designed or used to sustain nuclear fission in a self-supporting chain reaction.

(d) "Other production or utilization facility" means a facility other than a nuclear reactor licensed by the Commission under the authority of sections 103 or 104 of the Atomic Energy Act of 1954, as amended (the Act) and pursuant to the provisions of Part 50 of this chapter.

(e) "Power reactor" means a nuclear reactor designed to produce electrical or heat energy licensed by the Commission under the authority of section 103 or subsection 104b. of the Act and pursuant to the provisions of § 50.21(b) or § 50.22 of this chapter.

(f) "Production facility" means:

(1) Any nuclear reactor designed or used primarily for the formation of plutonium or uranium 233; or

(2) Any facility designed or used for the separation of the isotopes of uranium or the isotopes of plutonium, except laboratory scale facilities designed or used for experimental or analytical purposes only; or

(3) Any facility designed or used for the processing of irradiated materials containing special nuclear material, except (i) laboratory scale facilities designed or used for experimental or analytical purposes, and (ii) facilities in which the only special nuclear materials contained in the irradiated material to be processed are uranium enriched in the isotope U-235 and plutonium produced by the irradiation, if the material processed contains not more than 10^{-6} grams of plutonium per gram of U-235 and has fission product activity not in excess of 0.25 millicuries of fission products per gram of U-235.

(g) "Research reactor" means a nuclear reactor licensed by the Commission under the authority of subsection 104 c. of the Act and pursuant to the provisions of § 50.21(c) of this chapter for operation at a thermal power level of 10 megawatts or less, and which is not a testing facility as defined by paragraph (l) of this section.

(h) "Sealed source" means any byproduct material that is encased in a capsule designed to prevent leakage or escape of the byproduct material.

(i) "Source material" means:

(1) Uranium or thorium, or any combination thereof, in any physical or chemical form or

(2) Ores which contain by weight one-twentieth of 1 percent (0.05%) or more of (i) uranium, (ii) thorium, or (iii) any combination thereof.

Source material does not include special nuclear material.

(j) "Special nuclear material" means:

(1) Plutonium, uranium 233, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the Commission, pursuant to the provisions of section 51 of the Act determines to be special nuclear material but does not include source material; or

(2) Any material artificially enriched by any of the foregoing, but does not include source material.

(k) "Special nuclear material in quantities sufficient to form a critical mass" means uranium enriched in the isotope U-235 in quantities in excess of 350 grams of contained U-235; uranium 233 in quantities in excess of 200 grams; plutonium in quantities in excess of 200 grams, or any combination of them in accordance with the following formula: For each kind of special nuclear material, determine the ratio between the quantity of that special nuclear material and the quantity specified above for the same kind of special nuclear material. The sum of such ratios for all kinds of special nuclear materials in combination shall not exceed unity. For example, the following quantities in combination would not exceed the limitation and are within the formula as follows:

$$\frac{175 \text{ (grams contained U-235)}}{350} + \frac{50 \text{ (grams U-233)}}{200} + \frac{50 \text{ (grams Pu)}}{200} = 1$$

(l) "Testing facility" means a nuclear reactor licensed by the Commission under the authority of subsection 104 c. of the Act and pursuant to the provisions of § 50.21(c) of this chapter for operation at:

(1) A thermal power level in excess of 10 megawatts; or

(2) A thermal power level in excess of 1 megawatt, if the reactor is to contain:

(i) A circulating loop through the core in which the applicant proposes to conduct fuel experiments; or

(ii) A liquid fuel loading; or

(iii) An experimental facility in the core in excess of 16 square inches in cross-section.

(m) "Utilization facility" means any nuclear reactor other than one designed or used primarily for the formation of plutonium or U-233 and any other equipment or device determined by rule of the Commission to be a utilization facility within the purview of subsection 11 cc. of the Act.

(n) "Waste disposal license" means a license specifically authorizing the receipt of waste byproduct material, source material or special nuclear material from other persons for the purpose of commercial disposal by land or sea burial.

§ 170.4 Interpretations.

Except as specifically authorized by the Commission in writing, no interpretation of the meaning of the regulations in this part by an officer or employee of the Commission other than a written interpretation by the General Counsel will be recognized to be binding upon the Commission.

§ 170.5 Communications.

All communications concerning the regulations in this part should be addressed to the Director of Regulation, U.S. Atomic Energy Commission, Washington, D.C. 20545. Communications may be delivered in person at the Commission's offices at 1717 H Street NW., Washington, D.C.; at 4915 St. Elmo Avenue, Bethesda, Md.; or at Germantown, Md.

§ 170.11 Exemptions.

(a) No application filing fees, license fees, or annual fees shall be required for:

(1) A license authorizing the export only of a production or utilization facility;

(2) A license authorizing the export only or import only of byproduct material, source material or special nuclear material;

(3) A license authorizing the receipt, ownership, possession, use or production of byproduct material, source material, or special nuclear material incidental to the operation of a production or utilization facility licensed under Part 50 of this chapter, including a license under Part 70 of this chapter authorizing possession and storage only of special nuclear material at the site of a nuclear reactor for use as fuel in operation of the nuclear reactor or at the site of a spent fuel processing plant for processing at the plant.

(4) A construction permit or license applied for, or issued to, a nonprofit educational institution, which shows itself to be, with respect to the material or facility licensed or to be licensed, party to (i) a loan agreement administered by the Commission's Division of Nuclear Education and Training, or (ii) a university reactor assistance contract with the Commission. The exemption in this subparagraph shall not apply to a construction permit or license for a facility or material other than that referred to in the loan agreement or university reactor assistance contract.

(b) The Commission may, upon application by an interested person, or upon its own initiative, grant such exemptions from the requirements of this part as it determines are authorized by law and are otherwise in the public interest.

§ 170.12 Payment of fees.

(a) *Application fees.* Each application for which a fee is prescribed in this

part shall be accompanied by a remittance in the full amount of the fee. No application will be accepted for filing or processed prior to payment of the full amount specified. Applications for which no remittance is received may be returned to the applicant. All application fees will be charged irrespective of the Commission's disposition of the application or a withdrawal of the application.

(b) *Construction permit fees and operating license fees.* Fees for construction permits and operating licenses are payable when the provisional construction permit or provisional operating license, if any, is issued. Otherwise, fees are payable when the construction permit or operating license is issued. No provisional construction permit or provisional operating license, or construction permit or operating license, as the case may be, will be issued by the Commission until the full amount of the fee prescribed in this part has been paid.

(c) *Annual fees.* Annual fees prescribed in this part are payable, in the case of licenses outstanding on the effective date of this part, 1 year after the effective date of this part and annually thereafter. In the case of licenses issued after the effective date of this part, annual fees are payable 1 year after the date of issuance of the license or provisional operating license, if any, whichever is earlier, and annually thereafter.

(d) *Method of payment.* Fee payments shall be by check or money order payable to the U.S. Atomic Energy Commission.

SCHEDULE OF FEES

§ 170.21 Schedule of fees for production and utilization facilities.

Applicants for construction permits or operating licenses for production or utilization facilities and holders of construction permits or operating licenses for production or utilization facilities shall pay the following fees:

Facility (thermal megawatt values refer to the maximum capacity applied for or stated in the permit or license) [1]	Fee for filing application for construction permit	Construction permit fee	Operating license fee and annual fee
(1) Power reactor:			
Up to 1,000 Mw(t)	$2,500	$12,000	$1,800
Over 1,000 to 1,500 Mw(t)	2,500	18,000	2,700
Over 1,500 Mw(t)	2,500	27,000	3,800
(2) Testing facility:			
Up to 15 Mw(t)	800	2,000	700
Over 15 Mw(t)	800	3,000	1,000
(3) Research reactor:			
Up to 1 Mw(t)	300	1,000	300
Over 1 to 5 Mw(t)	300	1,500	400
Over 5 Mw(t)	300	2,000	500
(4) Other production or utilization facility	1,500	5,000	2,000

[1] Amendments reducing capacity shall not entitle the applicant to a partial refund of any fee; applications for amendments increasing capacity to a higher fee category will not be accepted for filing unless accompanied by the prescribed fee less the amount already paid.

§ 170.31 Schedule of fees for materials licenses.

Applicants for materials licenses and holders of materials licenses shall pay the following fees:

SCHEDULE OF MATERIALS LICENSE FEES

Category of materials license	Application fee	Annual fee
1. All materials licenses other than licenses in categories 2, 3, 4, and 5 [1]	None	$25.00
2. Licenses for byproduct material issued pursuant to 10 CFR Part 33 or pursuant to an application described in §35.11 (c) of 10 CFR Part 35	$100.00	50.00
3. Licenses for byproduct material of 100,000 curies or more in sealed sources used for irradiation of materials	500.00	100.00
4. Licenses for special nuclear material in quantities sufficient to form a critical mass	300.00	100.00
5. Waste disposal licenses specifically authorizing the receipt of waste byproduct material, source material or special nuclear material from other persons for the purpose of commercial disposal by land or sea burial	500.00	200.00

[1] If a license falls within more than one category of categories 2, 3, 4, or 5, the license shall be deemed to fall within the category for which the fee specified is the highest.

ENFORCEMENT

§ 170.41 Failure by licensee to pay annual fees.

In any case where the Commission finds that a licensee has failed to pay the applicable annual fee required in this part, the Commission may suspend or revoke the license or may issue such order with respect to licensed activities as the Commission determines to be appropriate or necessary in order to carry out the provisions of this part, Parts 30, 32–36, 40, 50, and 70 of this chapter and of the Act.

(Sec. 161, 68 Stat. 948; 42 U.S.C. 2201; sec. 501, 65 Stat. 290)

Dated at Washington, D.C., this 8th day of March 1967.

For the Atomic Energy Commission.

W. B. McCOOL,
Secretary.

[F.R. Doc. 67-2681; Filed, Mar. 10, 1967; 8:45 a.m.]

FEDERAL AVIATION AGENCY

[14 CFR Part 39]

[Docket No. 8014]

AIRWORTHINESS DIRECTIVES

Pan Avion Model PA-5 Life Vests

The Federal Aviation Agency is considering amending Part 39 of the Federal Aviation Regulations by adding an airworthiness directive applicable to all Pan Avion Model PA-5 Life Vests equipped with an 8 gram CO_2 cartridge (P/N 2200-525-15). The 8 gram CO_2 cartridge does not provide the minimum buoyancy requirements needed for safe operation of these life vests. To correct this deficiency, the proposed airworthiness directive would require the removal of the 8 gram CO_2 cartridge (P/N 2200-525-15) and the installation of a 12 gram CO_2 cartridge (P/N 2200-525-21) and a long inflator cap (P/N 2200-538-8).

Interested persons are invited to participate in the making of the proposed rule by submitting such written data, views, or arguments as they may desire. Communications should identify the docket number and be submitted in duplicate to the Federal Aviation Agency, Office of the General Counsel, Attention: Rules Docket, 800 Independence Avenue SW., Washington, D.C. 20553. All communications received on or before April 10, 1967, will be considered by the Administrator before taking action upon the proposed rule. The proposals contained in this notice may be changed in the light of comments received. All comments will be available, both before and after the closing date for comments, in the Rules Docket for examination by interested persons.

This amendment is proposed under the authority of sections 313(a), 601, and 603 of the Federal Aviation Act of 1958 (49 U.S.C. 1354(a), 1421, 1423).

In consideration of the foregoing, it is proposed to amend § 39.13 of Part 39 of the Federal Aviation Regulations by adding the following new airworthiness directive:

PAN AVION. Applies to Model PA-5 Life Vests equipped with an 8 gram CO_2 cartridge (P/N 2200-525-15).

Compliance required within 30 days after the effective date of this AD, unless already accomplished.

To insure adequate life vest buoyancy, remove the 8 gram CO_2 cartridge (P/N 2200-525-15) and install a 12 gram CO_2 cartridge (P/N 2200-525-21) and a long inflator cap (P/N 2200-538-8).

(Pan Avion Service Bulletin No. 22-66 dated Sept. 15, 1966, covers this subject.)

Issued in Washington, D.C., on March 3, 1967.

JAMES F. RUDOLPH,
Acting Director,
Flight Standards Service.

[F.R. Doc. 67-2693; Filed, Mar. 10, 1967; 8:45 a.m.]

[14 CFR Part 71]

[Airspace Docket No. 67-CE-13]

TRANSITION AREAS

Proposed Alteration

The Federal Aviation Agency is considering amendments to Part 71 of the Federal Aviation Regulations which would alter controlled airspace in the Green Bay, Wis., and Oshkosh, Wis., terminal areas.

The Green Bay, Wis., transition area is presently designated as follows:

That airspace extending upward from 700 feet above the surface within a 6-mile radius of Austin-Straubel Airport, Green Bay, Wis. (latitude 44°29'15" N., longitude 88°07'45" W.), within 2 miles each side of the Green Bay VORTAC 326° radial, extending from the 6-mile radius area to 8 miles NW of the VORTAC, and within 2 miles each side of the Green Bay ILS localizer SW and NE courses, extending from 8 miles SW to 21 miles NE of the OM.

The Oskosh, Wis., transition area is presently designated as follows:

That airspace extending upward from 700 feet above the surface within an 8-mile radius of Winnebago County Airport, Oshkosh, Wis. (latitude 43°59'20" N., longitude 88°33'15" W.), within 8 miles E and 5 miles W of the Oshkosh VOR 176° radial, extending from the 8-mile radius area to 12 miles S of the VOR; within a 5-mile radius of Fond du Lac County Airport, Fond du Lac, Wis. (latitude 43°46'14" N., longitude 88°29'29" W.), and within 5 miles S and 8 miles N of the 278° bearing from the Fond du Lac County Airport, extending from the airport to 12 miles W of the airport; and that airspace extending upward from 1,200 feet above the surface bounded by a line beginning at latitude 44°32'00" N., longitude 87°43'55" W.; thence to latitude 44°32'00" N., longitude 87°27'00" W.; thence to latitude 43°30'00" N., longitude 87°27'00" W.; thence to latitude 43°30'00" N., longitude 88°30'00" W.; thence to latitude 43°40'40" N., longitude 89°38'20" W.; thence north along the east boundary of V-255 to latitude 44°19'50" N., longitude 89°29'00" W.; thence counterclockwise via the arc of a 15-mile radius circle centered on the Stevens Point, Wis., VOR to latitude 44°28'30" N., longitude 89°14'25" W.; thence to latitude 44°28'30" N., longitude 89°05'20" W.; thence to latitude 44°29'10" N., longitude 89°04'35" W.; thence to latitude 44°29'25" N., longitude 88°35'30" W.; thence to latitude 44°31'32" N., longitude 88°29'20" W.; thence clockwise along the arc of an 18-mile radius circle centered on Austin-Straubel Airport, Green Bay, Wis. (latitude 44°29'15" N., longitude 88°07'45" W.) to the east edge of V-7; thence northeast along the east edge of V-7 to intersect an arc of a 20-mile radius circle centered on Austin-Straubel Airport; thence clockwise along the 20-mile radius arc to the point of beginning.

The Federal Aviation Agency, having completed a comprehensive review of the terminal airspace structural requirements in the Green Bay and Oshkosh, Wis., terminal areas, as the result of the modification of public use instrument approach procedures at the Austin-Straubel Airport, Green Bay, Wis., utilizing the DME capability of the Green Bay VORTAC as a navigational aid, proposes to take the following airspace actions:

(1) Redesignate the Green Bay, Wis., transition area as that airspace extending upward from 700 feet above the surface within a 6-mile radius of Austin-Straubel Airport, Green Bay, Wis. (latitude 44°29'15" N., longitude 88°07'45" W.); within 2 miles each side of the Green Bay VORTAC 326° radial, extending from the 6-mile radius area to 8 miles NW of the VORTAC; and within 2 miles each side of the Green Bay ILS localizer SW and NE courses, extending from 11 miles SW to 21 miles NE of the OM.

(2) Redesignate the Oshkosh, Wis., transition area as that airspace extending upward from 700 feet above the surface within an 8-mile radius of Winnebago County Airport, Oshkosh, Wis. (latitude 43°59'20" N., longitude 88°33'15" W.); within 8 miles E and 5 miles W of the Oshkosh VOR 176° radial, extending from the 8-mile radius area to 12 miles S of the VOR; within a 5-mile radius of Fond du Lac County Airport, Fond du Lac, Wis. (latitude 43°46'10" N., longitude 88°29'30" W.); and within 5 miles S and 8 miles N of the 273° bearing from Fond du Lac County Airport, extending from the airport to 12 miles W of the airport; and that airspace extending upward from 1,200 feet above the surface bounded by a line beginning At latitude 44°36'00" N., longitude 87°47'15" W.; thence to latitude 44°36'00" N., longitude 87°27'00" W.; thence to latitude 43°30'00" N., longitude 87°27'00" W.; thence to latitude 43°30'00" N., longitude 88°30'00" W.; thence to latitude 43°40'40" N., longitude 89°38'20" W.; thence north along the east boundary of V-255 to latitude 44°19'50" N., longitude 89°29'00" W.; thence counterclockwise via the arc of a 15-mile radius circle centered on the Stevens Point, Wis., VOR to latitude 44°28'30" N., longitude 89°14'25" W.; thence to latitude 44°29'25" N., longitude 88°35'00" W.; thence clockwise via the arc of a 20-mile radius circle centered on the Green Bay VOR to the point of beginning, excluding the portion which overlies the Cecil, Wis., transition area.

The proposed 700-foot floor transition area at Green Bay will provide controlled airspace protection for aircraft executing prescribed instrument approach and departure procedures at Austin-Straubel Airport, Green Bay, Wis., during descent from 1,500 to 1,000 feet above the surface and during climb from 700 to 1,200 feet above the surface. The proposed 700-foot floor transition area at Oshkosh will remain the same as it is presently designated.

The proposed 1,200-foot floor transition area at Oshkosh will provide controlled airspace protection for aircraft executing the prescribed instrument approach procedures for Austin-Straubel Airport during the portion of those procedures executed at and above 1,500 feet above the surface.

Floors of the airways which traverse the transition areas proposed herein will automatically coincide with the floors of the transition areas.

Specific details of this proposal and the procedures which it was developed to protect may be examined by contacting the Chief, Standards and Airspace Branch, Air Traffic Division, Federal Aviation Agency, 601 East 12th Street, Kansas City, Mo. 64106.

Interested persons may submit such written data, views, or arguments as they may desire. Communications should be submitted in triplicate to the Director, Central Region, Attention: Chief, Air Traffic Division, Federal Aviation Agency, Federal Building, 601 East 12th Street, Kansas City, Mo. 64106. All communications received within 45 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No public hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Agency officials may be made by contacting the Regional Air Traffic Division Chief. Any data, views, or arguments presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in the light of comments received.

The public docket will be available for examination by interested persons in the Office of the Regional Counsel, Federal Aviation Agency, Federal Building, 601 East 12th Street, Kansas City, Mo. 64106.

This amendment is proposed under the authority of section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348).

Issued at Kansas City, Mo., on February 28, 1967.

DANIEL E. BARROW,
Acting Director, Central Region.

[F.R. Doc. 67-2694; Filed, Mar. 10, 1967; 8:45 a.m.]

[14 CFR Part 73]

[Airspace Docket No. 67-CE-21]

RESTRICTED AREA

Proposed Alteration

The Federal Aviation Agency is considering an amendment to Part 73 of the Federal Aviation Regulations which would alter the designated altitude of Restricted Area R-4501A, Fort Leonard Wood West.

Interested persons may participate in the proposed rule making by submitting such written data, views, or arguments as they may desire. Communications should identify the airspace docket number and be submitted in triplicate to the Director, Central Region, Attention: Chief, Air Traffic Division, Federal Aviation Agency, Federal Building, 601 East 12th Street, Kansas City, Mo. 64106. All communications received within 30 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. The proposal contained in this notice may be changed in the light of comments received.

An official docket will be available for examination by interested persons at the Federal Aviation Agency, Office of the General Counsel, Attention: Rules Docket, 800 Independence Avenue SW., Washington, D.C. 20553. An informal docket also will be available for examination at the office of the Regional Air Traffic Division Chief.

R-4501A is now designated continuously from the surface to 2,200 feet MSL. The Department of the Army has requested a change in designated altitudes as follows: Monday through Friday, surface to 2,200 feet MSL; Saturday and Sunday, surface to 11,200 feet MSL. This change is desired to permit training of

U.S. Army, National Guard and Reserve Army units in the employment of indirect fire high angle artillery and mortar weapons on weekends.

This amendment is proposed under the authority of section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348).

Issued in Washington, D.C., on March 6, 1967.

H. B. HELSTROM,
Chief, Airspace and Air Traffic Rules Division.

[F.R. Doc. 67-2695; Filed, Mar. 10, 1967; 8:45 a.m.]

FEDERAL HOME LOAN BANK BOARD

[12 CFR Part 545]

[No. 20,495]

FEDERAL SAVINGS AND LOAN SYSTEM

Loans in Excess of 80 Percent of Value

MARCH 2, 1967.

Resolved, that, pursuant to Part 508 of the General Regulations of the Federal Home Loan Bank Board (12 CFR Part 508) and § 542.1 of the rules and regulations for the Federal Savings and Loan System (12 CFR 542.1), it is hereby proposed that § 545.6–1 of the rules and regulations for the Federal Savings and Loan System (12 CFR Part 545.6–1) be amended as follows:

Amend subparagraph (4) of paragraph (a) of § 545.6–1 of the rules and regulations for the Federal Savings and Loan System to read as follows:

§ 545.6–1 Lending powers under sections 13 and 14 of Charter K.

* * * * *

(a) *Homes or combination of homes and business property.*

* * * * *

(4) *Loans in excess of 80 percent of value.* The limitation of 80 percent set forth in subdivision (i) of subparagraph (1) of this paragraph shall be 90 percent in the case of any loan which is made in an amount not in excess of $30,000 and with respect to which the following requirements are met:

(i) The association, at the time it makes or invests its funds in the loan, has general reserves and surplus equal to at least 3 percent of the association's assets;

(ii) Except as provided in subdivision (x) of this subparagraph, the loan is made upon the security of a first lien upon real estate upon which there is located a structure designed for residential use for one family, the construction of which has been completed prior to the date on which the security instrument securing the loan is executed and prior to the date on which any disbursement on the loan is made, and upon which there is not located any other structure designed or used in whole or in part as a dwelling or any structure designed or used in whole or in part for any business purpose or for any purpose not ancillary to the residential use aforesaid;

(iii) The principal obligation of the loan is specified in the security instrument securing the loan and does not exceed (*a*) $30,000 or (*b*) 90 percent of the value of the real estate or, if the loan is made to finance the purchase of the real estate, 90 percent of the purchase price set forth in the certification specified in subdivision (vii) of this subparagraph, whichever is less;

(iv) The loan contract requires that, in addition to interest and principal payments on the loan, the equivalent of one-twelfth of the estimated annual taxes, assessments, and insurance premiums on the real estate security be paid monthly in advance to the association;

(v) The borrower, including a purchaser defined as a borrower in the proviso clause of subdivision (x) of this subparagraph, has executed, not earlier than the date on which the security instrument securing the loan is executed and, except as provided by subdivision (x) of this subparagraph, not later than the date on which any disbursement on the loan is made, a certification in writing stating (*a*) the purpose for which the loan is sought and, if for the purpose of enabling the borrower to purchase the security property, the name of the vendor or vendors; (*b*) that no lien or charge upon such property, other than the lien of the association or liens or charges which will be discharged from the proceeds of the loan, has been given or executed by the borrower or has been contracted or agreed to be so given or executed; and (*c*) that the borrower is actually occupying the property as a dwelling or that the borrower in good faith intends to do so;

(vi) If the loan is sought or assumed for the purpose of enabling a purchaser to acquire the security property, the vendor or vendors have executed, not earlier nor later than the dates specified in subdivision (v) of this subparagraph, a certification in writing stating that no lien or charge upon such property, other than the lien of the association or liens or charges which will be discharged from the proceeds of the loan, has been given or executed to the vendor or vendors by the purchaser or has been contracted or agreed to be so given or executed;

(vii) If the loan is sought or assumed for the purpose of enabling a purchaser to acquire the security property, the purchaser and the vendor or vendors have jointly executed, prior to approval of the loan, a certification in writing stating (*a*) the purchase price of the security property and the items comprising such price and (*b*) that there is outstanding a contract or agreement between the vendor or vendors and the purchaser that the security property will be conveyed to the purchaser;

(viii) The association has made or obtained, prior to approval of the loan, a written report on the credit standing of the borrower, as described in subdivision (v) of this subparagraph, and the financial ability of such borrower to undertake and pay off the obligation involved in the loan;

(ix) The resulting aggregate of the principal amount of such loan as specified in accordance with subdivision (iii) of this subparagraph and of the association's investment in the principal amount of all other loans made under this subparagraph, exclusive of any such loan with respect to which the unpaid principal balance has been reduced to an amount not in excess of 80 percent of the value of the property according to the appraisal on which such loan was made (or 80 percent of the purchase price set forth in the certification specified in subdivision (vii) of this subparagraph, if such purchase price is less than such value), does not, at the time the association makes or invests its funds in such loan, exceed 20 percent of the association's assets;

(x) Notwithstanding the requirements of subdivision (ii) of this subparagraph, a loan under this subparagraph may be made to finance the construction of a structure as described in subdivision (ii) of this subparagraph, but the amount by which such a loan exceeds 80 percent of the value of the real estate shall not be disbursed unless and until construction has been fully completed. If the loan is made to finance construction of such structure for sale, the amount by which such loan exceeds 80 percent of the value of the real estate shall not be disbursed unless and until construction has been fully completed, the property has been sold and title has been conveyed to a purchaser who has executed an agreement with the association assuming and agreeing to pay the loan, and there is compliance with all of the provisions of this subparagraph except as specifically waived in this subdivision: *Provided,* That, for the purpose of such compliance, the unpaid balance of the loan at the date of execution of the said assumption agreement shall be deemed to be the principal obligation of the loan; the date of execution of the said assumption agreement shall be deemed to be the date of approval of the loan, of the purchase of the property, of the execution of the security instrument, and of disbursement of the loan; the person or concern to whom the loan was made to finance construction shall be deemed to be the vendor; and the purchaser shall be deemed to be the borrower; and

(xi) In the case of a loan purchased by a Federal association from other than a Federal association, each certification required by subdivisions (v), (vi), and (vii) of this subparagraph shall contain a statement that the certification is made for the purpose of inducing a Federal savings and loan association to purchase the loan.

* * * * *

(Sec. 5, 48 Stat. 132, as amended; 12 U.S.C. 1464. Reorg. Plan No. 3 of 1947, 12 F.R. 4981, 3 CFR, 1947 Supp.)

Resolved further that all interested persons are hereby given the opportunity to submit written data, views, or arguments on the following subjects and issues: (1) Whether said proposed

amendment should be adopted as proposed; (2) whether said proposed amendment should be modified and adopted as modified; (3) whether said proposed amendment should be rejected. All such written data, views, or arguments must be received through the mail or otherwise at the Office of the Secretary, Federal Home Loan Bank Board, Federal Home Loan Bank Board Building, 101 Indiana Avenue NW., Washington, D.C. 20552, not later than April 11, 1967, to be entitled to be considered, but any received later may be considered in the discretion of the Federal Home Loan Bank Board.

By the Federal Home Loan Bank Board.

[SEAL] GRENVILLE L. MILLARD, Jr.,
Assistant Secretary.

[F.R. Doc. 67-2703; Filed, Mar. 10, 1967; 8:47 a.m.]

Notices

DEPARTMENT OF THE INTERIOR

Fish and Wildlife Service

HURON ISLANDS AND SENEY UNITS

Notice of Public Hearing Regarding Wilderness Study

Notice is hereby given in accordance with provisions of the Wilderness Act of September 3, 1964 (P.L. 88-577; 78 Stat. 890, 892; 16 U.S.C. 1131, 1132), that a public hearing will be held beginning at 9 a.m. on May 10, 1967, at the Northern Michigan University Center, Marquette, Mich., on studies leading to recommendations to be made to the President of the United States by the Secretary of the Interior regarding the desirability of including the Huron Islands and Seney Wilderness Study Areas in the National Wilderness Preservation System. The Units consist of approximately 147 acres and 20,000 acres within the Huron Islands and Seney National Wildlife Refuges located in Marquette and Schoolcraft Counties, Mich., respectively.

A brochure containing a map and information about the Huron Islands and Seney Wilderness Units may be obtained from the Refuge Manager of Seney National Wildlife Refuge, Seney, Mich. 49883, or the Regional Director, Bureau of Sport Fisheries and Wildlife, 1006 West Lake Street, Minneapolis, Minn. 55408.

Individuals or organizations may express their oral or written views by appearing at this hearing, or they may submit written comments for inclusion in the official record of the hearing to the Regional Director at the above address by May 10, 1967.

JOHN S. GOTTSCHALK,
Director, Bureau of Sport Fisheries and Wildlife.

MARCH 8, 1967.

[F.R. Doc. 67-2721; Filed, Mar. 10, 1967; 8:48 a.m.]

Office of the Secretary

NATIVE FISH AND WILDLIFE

Endangered Species

In accordance with section 1(c) of the Endangered Species Preservation Act of October 15, 1966 (80 Stat. 926; 16 U.S.C. 668aa(c)) I find after consulting the States, interested organizations, and individual scientists, that the following listed native fish and wildlife are threatened with extinction.

Mammals:

Indiana Bat—*Myotis sodalis.*
DelMarva Peninsula Fox Squirrel—*Sciurus niger cinereus.*
Timber Wolf—*Canis lupus lycaon.*
Red Wolf—*Canis niger.*
San Joaquin Kit Fox—*Vulpes macrotis mutica.*
Grizzly Bear—*Ursus horribilis.*
Black-Footed Ferret—*Mustela nigripes.*
Florida Panther—*Felis concolor coryi.*
Caribbean Monk Seal—*Monachus tropicalis.*
Guadalupe Fur Seal—*Arctocephalus philippi townsendi.*
Florida Manatee or Florida Sea Cow—*Trichechus manatus latirostris.*
Key Deer—*Odocoileus virginianus clavium.*
Columbian White-Tailed Deer—*Odocoileus virginianus leucurus.*
Sonoran Pronghorn—*Antilocapra americana sonoriensis.*

Birds:

Hawaiian Dark-Rumped Petrel—*Pterodroma phaeopygia sandwichensis.*
Hawaiian Goose (Nene)—*Branta sandvicensis.*
Aleutian Canada Goose—*Branta canadensis leucopareia.*
Tule White-Fronted Goose—*Anser albifrons gambelli.*
Laysan Duck— *Anas laysanensis.*
Hawaiian Duck (or Koloa)—*Anas wyvilliana.*
Mexican Duck—*Anas diazi.*
California Condor—*Gymnogyps californianus.*
Florida Everglade Kite (Florida Snail Kite)—*Rostrhamus sociabilis plumbeus.*
Hawaiian Hawk (or Ii)—*Buteo solitarius.*
Southern Bald Eagle—*Haliaeetus l. leucocephalus.*
Attwater's Greater Prairie Chicken—*Tympanuchus cupido attwateri.*
Masked Bobwhite—*Colinus virginianus ridgwayi.*
Whooping Crane—*Grus americana.*
Yuma Clapper Rail—*Rallus longirostris yumanensis.*
Hawaiian Common Gallinule—*Gallinula chloropus sandvicensis.*
Eskimo Curlew—*Numenius borealis.*
Puerto Rican Parrot—*Amazona vittata.*
American Ivory-Billed Woodpecker—*Campephilus p. principalis.*
Hawaiian Crow (or Alala)—*Corvus tropicus.*
Small Kauai Thrush (Puaiohi)—*Phaeornia palmeri.*
Nihoa Millerbird—*Acrocephalus kingi.*
Kauai Oo (or Oo Aa)—*Moho braccatus.*
Crested Honeycreeper (or Akohekohe)—*Palmeria dolei.*
Akiapolaau—*Hemignathus wilsoni.*
Kauai Akialoa—*Hemignathus procerus.*
Kauai Nukupuu—*Hemignathus lucidus hanapepe.*
Laysan Finchbill (Laysan Finch)—*Psittirostra c. cantans.*
Nihoa Finchbill (Nihoa Finch)—*Psittirostra cantans ultima.*
Ou—*Psittirostra psittacea.*
Palila—*Psittirostra bailleui.*
Maui Parrotbill—*Pseudonestor xanthophrys.*
Bachman's Warbler—*Vermivora bachmanii.*
Kirtland's Warbler—*Dendroica Kirtlandii.*
Dusky Seaside Sparrow—*Ammospiza nigrescens.*
Cape Sable Sparrow—*Ammospiza mirabilis.*

Reptiles and Amphibians:

American Alligator—*Alligator mississippiensis.*
Blunt-Nosed Leopard Lizard—*Crotaphytus wislizenii silus.*
San Francisco Garter Snake—*Thamnophis sirtalis tetrataenia.*
Santa Cruz Long-Toed Salamander—*Ambystoma macrodactylum croceum.*
Texas Blind Salamander—*Typhlomolge rathbuni.*
Black Toad, Inyo County Toad—*Bufo exsul.*

Fishes:

Shortnose Sturgeon—*Acipenser brevirostrum.*
Longjaw Cisco—*Coregonus alpenae.*
Piute Cutthroat Trout—*Salmo clarki seleniris.*
Greenback Cutthroat Trout—*Salmo clarki stomias.*
Montana Westslope Cutthroat Trout—*Salmo clarki.*
Gila Trout—*Salmo gilae.*
Arizona (Apache) Trout—*Salmo sp.*
Desert Dace—*Eremichthys acros.*
Humpback Chub—*Gila cypha.*
Little Colorado Spinedace—*Lepidomeda vittata.*
Moapa Dace—*Moapa coriacea.*
Colorado River Squawfish—*Ptychocheilus lucius.*
Cui-ui—*Chasmistes cujus.*
Devils Hole Pupfish—*Cyprinodon diabolis.*
Commanche Springs Pupfish—*Cyprinodon elegans.*
Owens River Pupfish—*Cyprinodon radiosus.*
Pahrump Killifish—*Empetrichythys latos.*
Big Bend Gambusia—*Gambusia gaigei.*
Clear Creek Gambusia—*Gambusia heterochir.*
Gila Topminnow—*Poeciliopsis occidentalis.*
Maryland Darter—*Etheostoma sellare.*
Blue Pike—*Stizostedion vitreum glaucum.*

STEWART L. UDALL,
Secretary of the Interior.

FEBRUARY 24, 1967.

[F.R. Doc. 67-2758; Filed, Mar. 10, 1967; 8:48 a.m.]

FEDERAL COMMUNICATIONS COMMISSION

[Docket Nos. 16944, 16945; FCC 67M-368]

PRAIRIELAND BROADCASTERS AND RICHARD P. LAMOREAUX

Order Rescheduling Prehearing Conference

In re applications of Stephen P. Bellinger, Joel W. Townsend, Ben H. Townsend, Morris E. Kemper, and James A. Mudd, doing business as Prairieland Broadcasters, Monmouth, Ill., Docket No. 16944, File No. BHP-5296; Richard P. Lamoreaux, Monmouth, Ill., Docket No. 16945, File No. BPH-5441; for construction permits.

On the Hearing Examiner's own motion, and with the consent of all parties:

It is ordered, This 3d day of March 1967, that the prehearing conference in the above-entitled matter presently sched-

uled for March 8, 1967, at 9 a.m. is hereby rescheduled for March 15, 1967, at 2 p.m.

Released: March 6, 1967.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] BEN F. WAPLE,
Secretary.

[F.R. Doc. 67-2712; Filed, Mar. 10, 1967; 8:47 a.m.]

[Docket Nos. 16942, 17073; FCC 67-240]

CARTER ELECTRONICS CORP. ET AL.

Memorandum Opinion and Order Assigning Matter for Public Hearing and Consolidating Proceedings

In the matter of use of the Carterphone Device in Message Toll Telephone Service, Docket No. 16942; in the matter of Thomas F. Carter and Carter Electronics Corp., Dallas, Tex., Complainants, v. American Telephone and Telegraph Co., Associated Bell System Cos., Southwestern Bell Telephone Co., and General Telephone Co. of the Southwest (see Appendix), Defendants, Docket No. 17073.

1. The Commission has before it for consideration:

(a) The above-captioned formal complaint in Docket No. 17073, filed on December 21, 1966, pursuant to Section 208 of the Communications Act of 1934, by the above-named complainants against the above-named defendants; an answer to the complaint filed January 13, 1967, by defendants American Telephone and Telegraph Co., Associated Bell System Cos., and Southwestern Bell Telephone Co. (Bell System); an answer to the complaint filed January 13, 1967, by General Telephone Co. of the Southwest (General); and

(b) A motion to consolidate filed by complainants on December 21, 1966, requesting that the hearing on the complaint in Docket No. 17073 be consolidated with the above-captioned proceeding in Docket No. 16942; and

(c) A motion to enlarge the issues filed by complainants on December 21, 1966, requesting that the issues in Docket No. 16942 be enlarged to cover the issues raised by the complainants in Docket No. 17073; an opposition thereto filed January 5, 1967, by the Bell System defendants; an opposition thereto filed January 5, 1967, by General; and

(d) A request for special relief and opposition to motion for consolidation filed January 17, 1967, by General; a reply thereto filed January 23, 1967, by complainants; an opposition thereto filed January 25, 1967, by National Retail Merchants Association (NRMA), an intervenor in Docket No. 16942; and an opposition thereto filed January 31, 1967, by the Central Committee on Communication Facilities of the American Petroleum Institute (API), an intervenor in Docket No. 16942.

2. On October 20, 1966, the Commission, on its own motion, ordered the above-captioned investigation and hearing (Docket No. 16942) into the lawfulness of the regulations published in American Telephone and Telegraph Co., Tariff FCC No. 132 which are construed and applied by the telephone companies to prohibit the attachment of the Carterphone (or Carterfone) device to the facilities of telephone companies for use in connection with interstate and foreign message toll telephone services, 5 FCC 2d 360.

3. The foregoing action was taken by the Commission following a decision of the U.S. Court of Appeals for the Fifth Circuit in Carter, et al. v. American Telephone and Telegraph Co., 365 F. 2d 486, August 17, 1966, in which that Court affirmed a decision of the lower court in a private antitrust action whereby the lower court denied a requested preliminary injunction and invoked the doctrine of primary jurisdiction by referring to this Commission for resolution the question of the justness, reasonableness, validity and effect of the aforesaid tariff regulations as they relate to the use of the Carterfone. In making this reference, the lower court, in its decision of February 8, 1966, stated that "jurisdiction remains in the Court to pass ultimately upon the antitrust issues" involved in the private antitrust action, 250 F. Supp. 188, 192.

4. At the time of the Commission's action of October 20, 1966, no formal complaint had been filed with the Commission raising any question as to the lawfulness of the aforesaid tariff regulations for any past period. The only question before the Commission at that time was that expressed by the Court of Appeals, in the above-cited case, as follows:

> What we do say is that inescapably presented is the question whether the practice permitted, indeed required, by Tariff No. 132 is lawful (365 F. 2d 486, 497).

The Commission was, therefore, concerned at that time with the question of the application and lawfulness of such tariff regulations that were currently in effect and with whether the Commission should prescribe any changes therein for the future. The issues in Docket No. 16942 were accordingly framed so as to permit the resolution of these questions.

5. On December 21, 1966, the above-named complainants filed for the first time with us a formal complaint (Docket No. 17073) pursuant to section 208 of the Act, against the above-named defendants challenging the validity of the aforesaid tariff regulations for a past period, namely, from February 6, 1957, to the time of the filing of the complaint. During this past period, defendants allegedly were applying such tariff regulations so as to bar the use of the Carterfone. Complainants point out, among other things, that the tariff language that was in effect from February 6, 1957, to April 10, 1966, was different from that which now appears in the tariffs and they infer that any resolution by the Commission of the question of the lawfulness of such tariff regulations for the present and for the future would not be determinative of the question of the lawfulness thereof for such past period.

6. We agree that the issues as now framed in Docket No. 16942 are not directly concerned with the past lawfulness of the tariff regulations in question. We believe that the complaint fairly raises questions as to the lawfulness of such tariff provisions for the past period during which the defendants allegedly have barred the use of the Carterfone on the basis of such regulations and that such questions should be resolved. We shall, therefore, designate the complaint for hearing on issues that will permit complainants and defendants to adduce material and competent evidence relevant to the question of whether such tariffs were unjust or unreasonable (section 201(b) of the Act), or unlawfully discriminatory or preferential (section 202(a) of the Act) during the period from February 6, 1957, to the time of the filing of the complaint.

7. Complainants also request specific issues with respect to whether such tariffs have been in violation of sections 1 and 2 of the Sherman Act (15 U.S.C. 1, et seq.) but we decline to do so for two reasons. First, under the section 201(b) issue, which we shall specify, the Commission may consider the justness and reasonableness of the tariff regulations in the light of the many relevant factors, including any alleged antitrust violations. Secondly, as heretofore stated, the lower court, in ordering reference to the Commission for determination of the justness, reasonableness, validity and effect of the tariffs, specifically reserved to itself the jurisdiction to pass ultimately on the antitrust issues. Complainants also ask for an issue as to whether the tariffs have complied in the past with § 61.55 of our rules requiring tariffs to be clear, specific and definite. We see no need for this issue inasmuch as any actual ambiguity that may have existed in the tariffs during the past period would have to be construed against the framer and favorably to the user, Commodity News Service, Inc., et al. v. The Western Union Telegraph Co., 29 FCC 1203, 1213, 1214; WSAZ, Inc. v. A.T. & T., 31 FCC 175, 194. Complainants also ask that issues be specifically stated as to the alleged past public need and demand for the Carterfone, as well as the alleged past usage effects of that device. However, such issues are unnecessary since competent and material evidence in these areas may be considered under the section 201(b) issue of justness and reasonableness.

8. Complainants do not ask the Commission to award monetary damages for any of the alleged violations of the provisions of the Communications Act set forth in the complaint. They ask instead that the Commission certify its findings to the lower court in which the private antitrust action is stayed for the use of such court therein in resolving that action, including such damages as might be awardable therein. Section 208 of the Act, 47 U.S.C. 208, and our implementing rules, permit the submission of complaints seeking adjudication of past alleged violations of the Act even though monetary damages are not sought. Our rules further provide that, if the Com-

mission should find that such past violations have occurred, a supplemental complaint for damages may be filed with the Commission based upon the findings of the Commission in the original proceeding (47 CFR 1.723). However, any such supplemental complaint for damages is subject to the 1-year statute of limitations set forth in section 415 of the Act, 47 U.S.C. 415; 47 CFR 1.727. Therefore, we wish to make it clear that, although we are undertaking herein to adjudicate the lawfulness of the tariffs in question for a past period going back to February 6, 1957, as requested by complainants, our action is not to be construed as indicating that damages for any violation of the provisions of the Act which may be found to have existed may be recovered for such entire past period, 47 U.S.C. 415(b).

9. Complainants' motion to enlarge the issues asks that the issues specified in our order of investigation of October 20, 1966, in Docket No. 16942 be broadened to include the aforementioned antitrust and other issues requested in the complaint. For the reasons stated in the preceding paragraph 7, for rejecting such issues in the complaint proceeding, we shall deny the corresponding motion to enlarge the issues in Docket No. 16942.

10. Complainants' motion to consolidate requests that the proceedings on the complaint be consolidated with the proceedings in Docket No. 16942. General, in its request for special relief and opposition to the motion to consolidate, contends that complainants did not elect to file a formal complaint until 2 months after the Commission, on its own motion, instituted its investigation and hearing on October 20, 1966; that the issues in the Commission's order of investigation are more appropriate for a complaint proceeding than for a proceeding instituted by the Commission without a complaint; and that the proceedings ordered by the Commission in Docket No. 16942 should now be dissolved and a new proceeding started on the complaint alone. We do not believe that such action is warranted. While it may be true that complainants should have filed their complaint with us before they did, we believe that the proper course of action in the matter is to continue with the investigation heretofore ordered in Docket No. 16942 as to the lawfulness of the tariff regulations for the present and the future and to order an investigation into the issues properly raised by the complaint as to the lawfulness of the tariffs for the past and to consolidate the two proceedings. These consolidated proceedings will enable the Commission to resolve all questions relating to the justness, reasonableness, validity, and effect of the tariff regulations that are within the contemplation and scope of the primary jurisdiction reference made by the courts to this Commission. General's request for special relief will be denied and complainants' motion to consolidate will be granted.

11. *Accordingly, it is ordered,* That pursuant to the provisions of sections 201 through 209 of the Communications Act of 1934, as amended, a public hearing shall be held at a time and place to be hereinafter designated upon the following specific issues raised by the complaint in Docket No. 17073:

1. Whether, with respect to the period from February 6, 1957, to December 21, 1966, the regulations and practices in Tariff FCC No. 132 of the American Telephone and Telegraph Co. were properly construed and applied to prohibit any telephone user from attaching the Carterphone (Carterfone) device to the facilities of the telephone companies for use in connection with interstate and foreign message toll telephone service; and if so

2. Whether, during the aforesaid period, such regulations and practices were unjust and unreasonable, and therefore unlawful within the meaning of section 201(b) of the Communications Act of 1934, as amended, or were unduly discriminatory or preferential in violation of section 202(a) of said Act.

12. *It is further ordered,* That a copy of this memorandum opinion and order shall be served upon the complainants and defendants herein;

13. *It is further ordered,* That the motion by complainants to consolidate the proceedings ordered herein in Docket No. 16942 is granted and the request for special relief by General is denied;

14. *It is further ordered,* That the motion by complainants to enlarge the issues in Docket No. 16942 is denied;

15. *It is further ordered,* That a hearing examiner shall be designated to preside in the complaint proceedings ordered herein who shall prepare an initial decision on all of the issues as provided in § 1.267 of the Commission's rules.

Adopted: March 1, 1967.

Released March 8, 1967.

FEDERAL COMMUNICATIONS COMMISSION,[1]
[SEAL] BEN F. WAPLE,
Secretary.

APPENDIX—NAMES AND ADDRESSES OF ALL DEFENDANTS

American Telephone and Telegraph Co., 195 Broadway, New York, N.Y.
The Bell Telephone Co. of Pennsylvania, 1 Parkway, Philadelphia, Pa.
The Chesapeake and Potomac Telephone Co., 930 H Street NW., Washington, D.C.
The Chesapeake and Potomac Telephone Co., of Maryland, 320 St. Paul Place, Baltimore, Md.
The Chesapeake and Potomac Telephone Co., of Virginia, 703 East Grace Street, Richmond, Va.
The Chesapeake and Potomac Telephone Co., of West Virginia, 816 Lee Street, Charleston, W. Va.
The Cincinnati and Suburban Bell Telephone Co., 225 East Fourth Street, Cincinnati, Ohio.
The Diamond State Telephone Co., 1 Parkway, Philadelphia, Pa.
General Telephone Company of the Southwest, 2701 South Johnson Street, Post Office Box 1001, San Angelo, Tex.
Illinois Bell Telephone Co., 212 West Washington Street, Chicago, Ill.
Indiana Bell Telephone Co., Inc., 240 North Meridian Street, Indianapolis, Ind.
Michigan Bell Telephone Co., 1365 Cass Avenue, Detroit, Mich.
The Mountain States Telephone and Telegraph Co., 931 14th Street, Denver, Colo.
New England Telephone and Telegraph Co., 185 Franklin Street, Boston, Mass.
New Jersey Bell Telephone Co., 540 Broad Street, Newark, N.J.
New York Telephone Co., 140 West Street, New York, N.Y.
Northwestern Bell Telephone Co., 100 South 19th Street, Omaha, Nebr.
The Ohio Bell Telephone Co., 100 Erieview Plaza, Cleveland, Ohio.
Pacific Northwest Bell Telephone Co., Exchange Building, 821 Second Avenue, Seattle, Wash.
The Pacific Telephone and Telegraph Co., 140 New Montgomery Street, San Francisco, Calif.
Southern Bell Telephone and Telegraph Co., Hurt Building, Post Office Box 2211, Atlanta, Ga.
The Southern New England Telephone Co., 227 Church Street, New Haven, Conn.
Southwestern Bell Telephone Co., 1010 Pine Street, St. Louis, Mo.
Wisconsin Telephone Co., 722 North Broadway, Milwaukee, Wis.

[1] Commissioner Wadsworth absent.

[F.R. Doc. 67-2713; Filed, Mar. 10, 1967; 8:47 a.m.]

[Docket No. 16703; FCC 67M-373]

TRI-CITY BROADCASTING CO., INC.

Order Continuing Hearing

In re application of Tri-City Broadcasting Co., Inc., Vineland, N.J., Docket No. 16703, File No. BPCT-3716, for construction permit.

It is ordered, This 6th day of March 1967, on the Hearing Examiner's own motion, that the date for hearing is continued from March 8, 1967, to March 29, 1967.

Released: March 7, 1967.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] BEN F. WAPLE,
Secretary.

[F.R. Doc. 67-2714; Filed, Mar. 10, 1967; 8:48 a.m.]

TARIFF COMMISSION

[APTA-W-9]

CERTAIN WORKERS AT AMERICAN MOTORS MILWAUKEE BODY PLANT

Notice of Investigation Regarding Petition for Determination of Eligibility To Apply for Adjustment Assistance

Upon receipt on March 6, 1967, of a request therefor from the Automotive Agreement Adjustment Assistance Board, the Tariff Commission instituted an investigation pursuant to section 302(e), Automotive Products Trade Act of 1965, with respect to a petition filed with the Board by the International Union, United Automobile Workers, on behalf of a group of workers at the American Motors Milwaukee Body Plant, Milwaukee, Wis. The petition alleges that dislocation of the group of workers has occurred and that the operation of the United States-Canadian Automotive Agreement has been the primary factor in causing such dislocation. The Com-

mission is conducting the investigation to provide a factual record on the basis of which the Board may make the determinations required by section 302 of the Act.

No hearing has been scheduled. A hearing will be held on request of any party showing a proper interest in the subject matter of the investigation, provided the request is filed with the Secretary of the Tariff Commission within 10 days after this notice is published in the FEDERAL REGISTER.

The petition filed in this case is available for inspection at the office of the Secretary, U.S. Tariff Commission, Eighth and E Streets NW., Washington, D.C., and at the New York City office of the Tariff Commission located in Room 437 of the Customhouse.

Issued: March 8, 1967.

By order of the Commission.

[SEAL] DONN N. BENT,
Secretary.

[F.R. Doc. 67-2709; Filed, Mar. 10, 1967; 8:47 a.m.]

[APTA-W-10]

CERTAIN WORKERS AT AMERICAN MOTORS CORP., KENOSHA, WIS.

Notice of Investigation Regarding Petition for Determination of Eligibility To Apply for Adjustment Assistance

Upon receipt on March 6, 1967, of a request therefor from the Automotive Agreement Adjustment Assistance Board, the Tariff Commission instituted an investigation pursuant to section 302(e), Automotive Products Trade Act of 1965, with respect to a petition filed with the Board by the International Union, United Automobile Workers, on behalf of a group of workers at the American Motors Corporation, Kenosha, Wis. The petition alleges that dislocation of the group of workers has occurred and that the operation of the United States-Canadian Automotive Agreement has been the primary factor in causing such dislocation. The Commission is conducting the investigation to provide a factual record on the basis of which the Board may make the determinations required by section 302 of the Act.

No hearing has been scheduled. A hearing will be held on request of any party showing a proper interest in the subject matter of the investigation, provided the request is filed with the Secretary of the Tariff Commission within 10 days after this notice is published in the FEDERAL REGISTER.

The petition filed in this case is available for inspection at the office of the Secretary, U.S. Tariff Commission, Eighth and E Streets NW., Washington, D.C., and at the New York City office of the Tariff Commission located in Room 437 of the Customhouse.

Issued: March 8, 1967.

By order of the Commission.

[SEAL] DONN N. BENT,
Secretary.

[F.R. Doc. 67-2710; Filed, Mar. 10, 1967; 8:47 a.m.]

DEPARTMENT OF THE TREASURY

Office of the Secretary

[Antidumping—ATS 643.3-b]

FUR FELT HAT BODIES FROM CZECHOSLOVAKIA

Determination of Sales at Not Less Than Fair Value

MARCH 6, 1967.

On November 30, 1966, there was published in the FEDERAL REGISTER a "Notice of Intent to Discontinue Investigation and to Make Determination That No Sales Exist Below Fair Value" with respect to fur felt hat bodies imported from Czechoslovakia. That notice was issued because of revisions in the prices of the merchandise and because of unconditional assurances given by the exporter that no future sales of the merchandise will be made to the United States at less than fair value.

Interested parties were afforded until December 30, 1966, to make written submissions or to request in writing an opportunity to present views in connection with the "Notice of Intent."

The complainant submitted a written request for an opportunity to present views in person in opposition to such notice. The opportunity was afforded to the complainant, and all interested parties of record were notified and were represented at the hearing.

After consideration of all written and oral arguments presented, I hereby determine that for the reasons stated above fur felt hat bodies imported from Czechoslovakia are not being, nor likely to be, sold at less than fair value within the meaning of section 201(a) of the Antidumping Act, 1921, as amended (19 U.S.C. 160(a)).

This determination is published pursuant to section 201(c) of the Antidumping Act, 1921, as amended (19 U.S.C. 160(c)).

[SEAL] TRUE DAVIS,
Assistant Secretary of the Treasury.

[F.R. Doc. 67-2711; Filed, Mar. 10, 1967; 8:47 a.m.]

DEPARTMENT OF COMMERCE

Business and Defense Services Administration

HARVARD UNIVERSITY

Application for Duty Free Entry of Scientific Articles

The following is a notice of the receipt of an application for duty-free entry of scientific articles pursuant to section 6(c) of the Educational, Scientific and Cultural Materials Importation Act of 1966 (Public Law 89-651; 80 Stat. 897). Interested persons may present their views with respect to the question of whether an instrument or apparatus of equivalent scientific value for the purposes for which the article is intended to be used is being manufactured in the United States. Such comments must be filed in triplicate with the Director, Office of Scientific and Technical Equipment, Business and Defense Services Administration, Washington, D.C., 20230, within 20 days after date on which this notice of application is published in the FEDERAL REGISTER.

Regulations issued under cited Act, published in the February 4, 1967, issue of the FEDERAL REGISTER, prescribe the requirements applicable to comments.

A copy of the application is on file, and may be examined during ordinary Commerce Department business hours at the Office of Scientific and Technical Equipment, Department of Commerce, Room 5123, Washington, D.C., Docket No.: 67-00003-33-46040. Applicant: Harvard University, Cambridge, Mass. 02138. Article: Electron misroscope, model HU-11C with resolution of 4.5 Angstroms. Manufacturer: Hitachi, Ltd., Tokyo, Japan. Intended use of article: Research and instruction for elucidation of cell fine structure. Application received by Commissioner of Customs: March 1, 1967.

CHARLEY M. DENTON,
Director, Office of Scientific and Technical Equipment, Business and Defense Services Administration.

[F.R. Doc. 67-2683; Filed, Mar. 10, 1967; 8:45 a.m.]

ATOMIC ENERGY COMMISSION

[Docket No. PRM-30-35]

CANRAD PRECISION INDUSTRIES, INC.

Filing of Petition for Rule Making

Notice is hereby given that Canrad Precision Industries, Inc., 630 Fifth Avenue, New York, N.Y., by letter dated February 16, 1967, has filed with the Commission a petition for rule making to amend the Commission's regulations pertaining to the licensing of byproduct material.

The petitioner requests that the Commission amend its regulations so as to exempt from licensing requirements the following items with self-luminous sources:

1. Hunters' and sportsmen's compasses containing no more than 50 millicuries of tritium in the form of sealed gas sources.

2. Toggle and other switches containing no more than 15 millicuries of tritium in the form of sealed gas sources.

3. Emergency markers containing no more than 15 millicuries of tritium in the form of sealed gas sources.

A copy of the petition for rule making is available for public inspection in the Commission's Public Document Room at 1717 H Street NW., Washington, D.C.

Dated at Germantown, Md., this 6th day of March 1967.

For the Atomic Energy Commission.

W. B. MCCOOL,
Secretary.

[F.R. Doc. 67-2684; Filed, Mar. 10, 1967; 8:45 a.m.]

FEDERAL POWER COMMISSION

[Docket Nos. G-5251, etc.]

MAHASKA GAS CO., INC., ET AL.

Notice of Applications for Certificates, Abandonment of Service and Petitions To Amend Certificates [1]

MARCH 3, 1967.

Take notice that each of the Applicants listed herein has filed an application or petition pursuant to section 7 of the Natural Gas Act for authorization to sell natural gas in interstate commerce or to abandon service heretofore authorized as described herein, all as more fully described in the respective applications and amendments which are on file with the Commission and open to public inspection.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington, D.C. 20426, in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) on or before March 24, 1967.

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act and the Commission's rules of practice and procedure, a hearing will be held without further notice before the Commission on all applications in which no protest or petition to intervene is filed within the time required herein if the Commission on its own review of the matter believes that a grant of the certificates or the authorization for the proposed abandonment is required by the public convenience and necessity. Where a protest or petition for leave to intervene is timely filed, or where the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given: Provided, however, that pursuant to § 2.56, Part 2, Statement of General Policy and Interpretations, Chapter I of Title 18 of the Code of Federal Regulations, as amended, all permanent certificates of public convenience and necessity granting applications, filed after April 15, 1965, without further notice, will contain a condition precluding any filing of an increased rate at a price in excess of that designated for the particular area of production for the period prescribed therein unless at the time of filing such certificate application, or within the time fixed herein for the filing of protests or petitions to intervene the Applicant indicates in writing that it is unwilling to accept such a condition. In the event Applicant is unwilling to accept such condition the application will be set for formal hearing.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicants to appear or be represented at the hearing.

JOSEPH H. GUTRIDE,
Secretary.

[1] This notice does not provide for consolidation for hearing of the several matters covered herein, nor should it be so construed.

Docket No. and date filed	Applicant	Purchaser, field, and location	Price per Mcf	Pressure base
G-5251 C 2-14-67	Mahaska Gas Co., Inc., c/o Mark H. Adams II, attorney at law, 301 American Savings Bldg., 201 North Main St., Wichita, Kans. 67202.	Panhandle Eastern Pipe Line Co., Panoma (Council Grove) Gas Field, Stevens County, Kans.	15.0	14.65
G-5256 E 1-20-67	The Stevens County Oil & Gas Co., a copartnership (successor to the Stevens County Oil & Gas Co., a corporation), c/o Mark H. Adams II, attorney at law, 301 American Savings Bldg., 201 North Main St., Wichita, Kans. 67202.	Northern Natural Gas Co., Hugoton Field, Seward County, Kans.	[2] 12.0	14.65
		Panhandle Eastern Pipe Line Co., acreage in Stevens, Seward, and Morton Counties, Kans.	[3] 12.0	14.65
		Northern Natural Gas Co., Hugoton Field, Morton County, Kans.	[3] 12.0	14.65
		Northern Natural Gas Co., Permian System, Morton County, Kans.	[4] 12.0	14.65
G-5991 C 2-13-67	Joseph E. Seagram & Sons, Inc., d.b.a. Texas Pacific Oil Co.,[5] Post Office Box 747, Dallas, Tex. 75221.	El Paso Natural Gas Co., Eumont Field, Lea County, N. Mex.	[6] 16.55	14.65
G-9744 E 1-20-67	The Stevens County Oil & Gas Co., a copartnership (successor to the Stevens County Oil & Gas Co., a corporation).	Pleateau Natural Gas Co., Hugoton Field, Kearny County, Kans.	[7] 14.0	14.65
G-10017 E 1-20-67	do	Kansas-Nebraska Natural Gas Co., Inc., Hugoton Field, Kearny County, Kans.	11.0	14.65
G-10104 E 1-20-67	do	Colorado Interstate Gas Co., Sparks Field, Morton County, Kans.	[8] 16.0	14.65
G-13017 C 2-17-67	Barnwell Production Co., Post Office Box 1748, Shreveport, La. 71102.	United Gas Pipe Line Co., Bethany Field, Harrison County, Tex.	11.9004	14.65
G-15079 E 2-21-67	Pan American Petroleum Corp. (successor to John H. Trigg, d.b.a. John H. Trigg Co.), Post Office Box 591, Tulsa, Okla. 74102.	Southern Union Gathering Co., Aztec Pictured Cliffs Field, San Juan County, N. Mex.	11.0	15.025
G-15714 D 2-20-67	Humble Oil & Refining Co., Post Office Box 2180, Houston, Tex. 77001.	Transwestern Pipeline Co., acreage in Lipscomb County, Tex.	Assigned	
G-17951 A 2-27-59 C 8-12-60	Tidewater Oil Co., Post Office Box 1404, Houston, Tex. 77001.	Transwestern Pipeline Co., acreage in Beaver and Ellis Counties, Okla.	17.0	14.65
G-18147 E 2-21-67	Pan American Petroleum Corp. (successor to John H. Trigg et ux, d.b.a. John H. Trigg Co.).	Southern Union Gathering Co., Blanco Mesa Verde Field, San Juan County, N. Mex.	13.0	15.025
G-18191 E 2-21-67	Pan American Petroleum Corp. (successor to John H. Trigg et ux).	El Paso Natural Gas Co., Blanco Mesa Verde Field, San Juan County, N. Mex.	12.0	15.025
CI61-445 E 1-20-67	The Stevens County Oil & Gas Co., a copartnership (successor to the Stevens County Oil & Gas Co., a corporation).	Panhandle Eastern Pipe Line Co., acreage in Stevens, Seward, and Morton Counties, Kans.	14.0	14.65
CI61-593 D 2-16-67	Jas. F. Smith (Operator) et al., c/o Sherman S. Poland, attorney Ross, Marsh & Foster, 725-15th St. NW., Washington, D.C. 20005 (partial abandonment).	Transwestern Pipeline Co., acreage in Ochiltree County, Tex.	[9]	
CI62-454 E 1-20-67	The Stevens County Oil & Gas Co., a copartnership (successor to Gas, Inc.).	Panhandle Eastern Pipe Line Co., acreage in Morton, Seward, and Stevens Counties, Kans.	[10] 12.0 [11] 15.0	14.65 14.65
		Panhandle Eastern Pipe Line Co., acreage in Morton County, Kans.	[12] 15.0	14.65
CI63-181 C 2-20-67	Shell Oil Co., 50 West 50th St., New York, N.Y. 10020.	Oklahoma Natural Gas Gathering Corp. and National Fuels Corp., Ringwood Field, Major County, Okla.	[13] 12.0	14.65
CI63-1162 D 2-16-67	Humble Oil & Refining Co.	Northern Natural Gas Co., Como Area, Beaver County, Okla.	Declined in pressure.	
CI64-17 (CI61-943) C&E 1-23-67[14]	Juniper Oil & Gas Co. (successor to Ralph B. Phillips, d.b.a. DeVaughn Oil & Gas Co. et al.), c/o Thomas M. Burns, attorney, 901 Denver Club Bldg., Denver, Colo. 80202.	Kansas-Nebraska Natural Gas Co., Inc., Loam Unit Area, Weld and Morgan Counties, Colo.	12.0	16.4
CI64-555 D 5-16-66	Sunray DX Oil Co., Post Office Box 2039, Tulsa, Okla. 74102.	Northern Natural Gas Co., Southeast Como Field, Beaver County, Okla.	[15]	
CI67-133 (CI65-625) C&E 2-21-67[16]	Pan American Petroleum Corp.[5] (successor to John H. Trigg, d.b.a. John H. Trigg Co.).	Natural Gas Pipeline Co. of America, Indian Basin Field, Eddy County, N. Mex.	[17] 16.608	14.65
CI67-351 C 2-20-67	Amerada Petroleum Corp. (Operator) et al., Post Office Box 2040, Tulsa, Okla. 74102.	Panhandle Eastern Pipe Line Co., Northeast Waynoka Area, Woods County, Okla.	15.0	14.65
CI67-889 A 1-20-67	Dow L. Keever, 706 Grove Ave., Corning, Iowa 50841.	El Paso Natural Gas Co., East Panhandle Field, Wheeler County, Tex.	12.0	14.65
CI67-1017 A 2-21-67	W. P. Ryan, 41 Enterprise St., Enterprise, Fla. 32763.	Kentucky-West Virginia Gas Co., Inc., Beaver Creek, Floyd County, Ky.	12.0	15.225
CI67-1029 B 2-13-67	Columbian Fuel Corp., 401 Dewey Ave., Bartlesville, Okla. 74003.	Consolidated Gas Supply Corp., Blackwater Anticline-Northern Extension Field, Randolph County, W. Va.	[18]	
CI67-1033 B 2-13-67	Pan American Petroleum Corp.	Mountain Fuel Supply Co., Little Worm Creek Field, Sweetwater County, Wyo.	[1][19]	

Filing code: A—Initial service.
B—Abandonment.
C—Amendment to add acreage.
D—Amendment to delete acreage.
E—Succession.
F—Partial succession.

See footnotes at end of table.

Docket No. and date filed	Applicant	Purchaser, field, and location	Price per Mcf	Pressure base
CI67-1051 A 2-15-67	Charles B. Wrightsman, First City National Bank Bldg., Houston, Tex. 77002.	Lone Star Gas Co., acreage in Garvin County, Okla.	10.0	14.65
CI67-1052 A 2-15-67	BeeKay Co., Inc., 405 Oak Plaza Bldg., 3707 Rawlins St., Dallas, Tex. 75219.	Consolidated Gas Supply Corp., Pleasants District, Barbour County, W. Va.	25.0	15.325
CI67-1053 A 2-15-67	Union Pacific Railroad Co., 5480 Ferguson Dr., Los Angeles, Calif. 90022.	Colorado Interstate Gas Co., Point of Rocks Field, Sweetwater County, Wyo.	15.0	14.65
CI67-1054 A 2-15-67	Jake L. Hamon, Post Office Box 663, Dallas, Tex. 75221.	Arkansas Louisiana Gas Co., Kinta Field, Sequoyah County, Okla.	15.0	14.65
CI67-1055 A 2-16-67	Gulf Oil Corp., Post Office Box 1589, Tulsa, Okla. 74102.	Natural Gas Pipeline Co. of America, Smith Perryton Field, Ochiltree County, Tex.	[20] 18.105	14.65
CI67-1057 A 2-16-67	North Star Petroleum Corp., c/o Sherman S. Poland, attorney, Ross, Marsh & Foster, 725 15th St., NW., Washington, D.C. 20005.	Phillips Petroleum Co., acreage in Hutchinson County, Tex.	[21] 12.0 [22] 11.5	14.65
CI67-1059 A 2-16-67	Montlar Stalnaker 21 Well, Ltd., c/o Montlar Oil & Gas Development Co., Operator, 16310 Northeast 19th Ave., North Miami Beach, Fla. 33162.	Equitable Gas Co., Troy District, Gilmer County, W. Va.	25.0	15.325
CI67-1060 A 2-16-67	Cabot Corp. (SW), Post Office Box 1101, Pampa, Tex. 79065.	Transcontinental Gas Pipe Line Corp., Ship Shoal Block 208 Field, Offshore Terrebonne Parish, La.	19.0	15.025
CI67-1061 A 2-16-67	French Trimble et al., Route 1, Volga, W. Va. 26238.	Consolidated Gas Supply Corp., Union District, Barbour County, W. Va.	20.0	15.325
CI67-1062 A 2-16-67	J. A. Pierce, Box AA, Aztec, N. Mex. 87410.	El Paso Natural Gas Co., Blanco-Mesa Verde Field, San Juan County, N. Mex.	11.0	15.025
CI67-1064 A 2-16-67	Texas Crude Oil Co. (Operator) et al., Post Office Box 12405, Fort Worth, Tex. 76116.	Florida Gas Transmission Co., South Arnaudville Field, St. Martin Parish, La.	20.0	15.025
CI67-1071 B 2-16-67	Harry Allen Chapman, 510-512 National Bank of Tulsa Bldg., Tulsa, Okla. 74103.	C. G. McLaren Co., acreage in Kay County, Okla.	[23]	----
CI67-1073 A 2-17-67	Jones & Pellow Oil Co., et al., 101 Northeast 26th St., Oklahoma City, Okla. 73105.	Michigan Wisconsin Pipe Line Co., Woodward Area, Dewey County, Okla.	[24] 19.5	14.65
CI67-1074 A 2-17-67	The Parade Co., Post Office Box 1838, Shreveport, La. 71102.	United Gas Pipe Line Co., acreage in Rusk County, Tex.	14.0	14.65
CI67-1076 A 2-17-67	Essex Royalty Corp., 285 Madison Ave., New York, N.Y. 10017.	Transcontinental Gas Pipe Line Corp., Ship Shoal Block 208 Field, Offshore Terrebonne Parish, La.	19.0	15.025
CI67-1077 A 2-17-67	Felmont Oil Corp., 285 Madison Ave., New York, N.Y. 10017.	do	19.0	15.025
CI67-1079 A 2-20-67	Monsanto Co., 1300 Main St., Houston, Tex. 77002.	Transwestern Pipeline Co., Mendota Field, Roberts and Hemphill Counties, Tex.	[24] 17.0	14.65
CI67-1081 A 2-17-67	Kerr-McGee Corp., Kerr-McGee Bldg., Oklahoma City, Okla. 73102.	Transcontinental Gas Pipe Line Corp., Ship Shoal Block 208 Field, Offshore Terrebonne Parish, La.	19.0	15.025
CI67-1082 A 2-17-67	Sinclair Oil & Gas Co., Post Office Box 521, Tulsa, Okla. 74102.	El Paso Natural Gas Co., Mickelson Creek Field, Sublette County, Wyo.	14.0	15.025
CI67-1083 A 2-20-67	J-W Operating Co., Operator, 612 Fidelity Union Tower, Dallas, Tex. 75201.	Texas Gas Transmission Corp., Northeast Lisbon Field, Claiborne Parish, La.	18.25	15.025
CI67-1085 A 2-17-67	Sunray DX Oil Co., Post Office Box 2039, Tulsa, Okla. 74102.	Oklahoma Natural Gas Gathering Corp. and National Fuels Corp., Ringwood Field, Major County, Okla.	12.0	14.65
CI67-1086 A 2-10-67	Union Drilling, Inc., Post Office Box 281, Washington, Pa. 15301.	Equitable Gas Co., Skin Creek District, Lewis County, W. Va.	25.0	15.325
CI67-1090 A 2-20-67	Gunn and Beecher, c/o C. W. Beecher, agent, Post Office Box 183, Grantsville, W. Va. 26147.	Consolidated Gas Supply Corp., Murphy District, Ritchie County, W. Va.	25.0	15.325
CI67-1091 A 2-20-67	Arco Petroleum Co., 8300 Santa Monica Blvd., Los Angeles, Calif. 90069.	Consolidated Gas Supply Corp., Center and Glenville Districts, Gilmer County, W. Va.	25.0	15.325
CI67-1093 B 2-20-67	Shell Oil Co., 50 West 50th St., New York, N.Y. 10020.	United Fuel Gas Co., Deep Lake Field, Cameron Parish, La.	Depleted	----
CI67-1094 A 2-20-67	Loyce Phillips et al., Post Office Box 396, Gladewater, Tex. 75647.	United Gas Pipe Line Co., Bethany 6170 Pettit Field, Harrison County, Tex.	11.9004	14.65
CI67-1097 A 2-13-67	Fred Jones, Post Office Box 25068, Oklahoma City, Okla. 73125.	El Paso Natural Gas Co., Basin Dakota Pool, San Juan County, N. Mex.	13.0	15.025
CI67-1098 A 2-16-67	Ashland Oil & Refining Co., Post Office Box 18695, Oklahoma City, Okla. 73118.	Michigan Wisconsin Pipe Line Co., Northeast Seiling Field, Major County, Okla.	15.0	14.65
CI67-1100 B 2-20-67	Humble Oil & Refining Co	El Paso Natural Gas Co., South Four Lakes Field, Lea County, N. Mex.	[24]	----
CI67-1101 A 2-21-67	Hall M. Lyons et al., Post Office Box 51474, O.C.S., Lafayette, La. 70501.	Transcontinental Gas Pipe Line Corp., Ravenswood Field, Pointe Coupee Parish, La.	15.0	15.025
CI67-1102 B 2-21-67	Houston Royalty Co. (Operator) et al., 3057 Humble Bldg., Houston, Tex. 77002.	Texas Eastern Transmission Corp., East Melrose and West Weesatche Fields, Goliad County, Tex.	Uneconomical	----
CI67-1104 A 2-23-67	Humble Oil & Refining Co	Arkansas Louisiana Gas Co., Kinta Field, Latimer, Haskell and Le Flore Counties, Okla.	15.0	14.65
CI67-1108 A 2-23-67	Jamaco Properties, Inc., et al., c/o Marsden W. Miller, Jr., attorney, 1122 Whitney Bldg., New Orleans, La. 70130.	United Fuel Gas Co., Union District, Kanawha County, W. Va.	28.0	15.325

[1] Effective rate under FPC GRS No. 19. Rate in effect subject to refund in Docket No. RI64-704.
[2] Effective rate under FPC GRS No. 26. Rate in effect subject to refund in Docket No. RI65-313.
[3] Effective rate under FPC GRS No. 28. Rate in effect subject to refund in Docket No. RI65-95.
[4] Effective rate under FPC GRS No. 29. Rate in effect subject to refund in Docket No. RI65-95; 14.0-cent rate suspended in Docket No. RI66-291.
[5] Applicant states its willingness to accept permanent authorization containing conditions similar to those imposed by Opinion No. 468, as modified by Opinion No. 468-A.
[6] Subject to adjustment for quality upon testing. There are additional payments of percentage types for liquids.
[7] Rate in effect subject to refund in Docket No. RI66-68.
[8] Rate in effect subject to refund in Docket No. G-17327.
[9] Abandons service insofar as the No. 1 Witt Well. Well is unable to deliver gas at Buyer's line pressure.
[10] Effective rate under FPC GRS No. 30. Rate in effect subject to refund in Docket No. RI65-314.
[11] Effective rate under FPC GRS No. 31. Rate in effect subject to refund in Docket No. RI66-217.
[12] Effective rate under FPC GRS No. 32. Rate in effect subject to refund in Docket No. RI63-242.
[13] Plus value for liquid products.
[14] Application to amend certificate for the addition of acreage, as successor in interest to Ralph B. Phillips, d.b.a. DeVaughn Oil & Gas Co. et al., FPC GRS No. 1, Docket No. CI61-943. Docket No. CI61-943 will be terminated on available reserves.
[15] Deletes 160 acres in the Tonkawa Formation. Does not fulfill contract provision for connection by buyer, based
[16] Application to amend certificate for the addition of acreage, as successor in interest to John H. Trigg, d.b.a. John H. Trigg Co.
[17] Initial rate of predecessor in compliance with Commission order issued Nov. 3, 1965 accepting offers of settlement and issuing certificates.
[18] Applicant assigned its interest to Purchaser.
[19] Applicant conveyed to Craig Steel & Salvage Co. all of its interest committed to contract except for a 40 percent interest which is nonproductive.
[20] Includes 1.105 cents upward B.t.u. adjustment. Subject to upward and downward B.t.u. adjustment.
[21] Rate for sweet gas.
[22] Rate for sour gas.
[23] Well became noncommercial as to oil-gas well.
[24] Subject to upward and downward B.t.u. adjustment.
[25] Due to the declining volume of gas, Applicant proposes to discontinue processing the gas in its own plant and to deliver the gas to Warren Petroleum Co. under a percentage-type contract for sale and delivery to the same Purchaser.

[F.R. Doc. 67-2649; Filed, Mar. 10, 1967; 8:45 a.m.]

INTERSTATE COMMERCE COMMISSION

FOURTH SECTION APPLICATIONS FOR RELIEF

MARCH 8, 1967.

Protests to the granting of an application must be prepared in accordance with Rule 1.40 of the general rules of practice (49 CFR 1.40) and filed within 15 days from the date of publication of this notice in the FEDERAL REGISTER.

LONG-AND-SHORT HAUL

FSA No. 40931—*Talc, soapstone, etc., from Ogden, Utah, and points in Montana.* Filed by Western Trunk Line Committee, agent (No. A-2492), for interested rail carriers. Rates on talc, soapstone, wollastonite, and related articles, in carloads, from Ogden, Utah, and specified points in Montana, to points in western trunkline territory.

Grounds for relief—Shortline distance formula and grouping.

Tariffs—Supplement 22 to Trans-Continental Freight Bureau, agent, tariff ICC 1741, and supplement 186 to Western Trunk Line Committee, agent, tariff ICC A-4411.

FSA No. 40932—*Sand—Illinois territory to Aurora, N.C.* Filed by Illinois Freight Association, agent (No. 319), for interested rail carriers. Rates on sand, in carloads, from specified points in Illinois Freight Association territory, to Aurora, N.C.

Grounds for relief—Carrier competition.

Tariff—Supplement 8 to Illinois Freight Association, agent, tariff ICC 1094.

FSA No. 40933—*Iron or steel articles from Leeds, Ala.* Filed by Southwestern Freight Bureau, agent (No. B-8968), for interested rail carriers. Rates on iron or steel articles, and kindred or related articles, in carloads, from Leeds, Ala., to points in Texas and Louisiana.

Grounds for relief—Market competition.

By the Commission.

[SEAL] H. NEIL GARSON, *Secretary.*

[F.R. Doc. 67-2716; Filed, Mar. 10, 1967; 8:48 a.m.]

[Notice 1488]

MOTOR CARRIER TRANSFER PROCEEDINGS

MARCH 8, 1967.

Synopses of orders entered pursuant to section 212(b) of the Interstate Commerce Act, and rules and regulations prescribed thereunder (49 CFR Part 179), appear below:

As provided in the Commission's special rules of practice any interested person may file a petition seeking reconsideration of the following numbered proceedings within 20 days from the date of publication of this notice. Pursuant to section 17(8) of the Interstate Commerce Act, the filing of such a petition will postpone the effective date of the order in that proceeding pending its disposition. The matters relied upon by petitioners must be specified in their petitions with particularity.

No. MC-FC-69345. By order of February 28, 1967, the Transfer Board approved the transfer to Rams Express, a corporation, Los Angeles, Calif., of certificate in No. MC-44927, issued May 2, 1962, to Terminal Transportation Co., Inc., Wilmington, Calif., authorizing the transportation of: General commodities, with the usual exceptions including household goods and commodities in bulk, between Los Angeles Harbor and Long Beach, Calif., on the one hand, and, on the other, points in the Los Angeles, Calif., commercial zone; canned goods, between San Diego, Long Beach, and Los Angeles Harbor, Calif., and, olive oil and chocolate candies and syrups, from Los Angeles Harbor and Long Beach, Calif., to San Diego, Calif. Ernest D. Salm, 3846 Evans Street, Los Angeles, Calif. 90027, representative for applicants.

No. MC-FC-69398. By order of February 28, 1967, the Transfer Board approved the transfer to Raymond D. Good, doing business as La Cygne Truck Line, La Cygne, Kans., of certificate in No. MC-988, issued January 5, 1949, to Howard Crotchett, doing business as Crotchett Truck Line, Overland Park, Kans., authorizing the transportation of: General commodities, with certain exceptions, between specified points in Kansas, and, points in the Kansas City, Mo.-Kans., commercial zone. John L. Richeson, First National Bank Building, Ottawa, Kans. 66067; and, Carll V. Kretsinger, 450 Professional Building, 1103 Grand Avenue, Kansas City, Mo. 64106; attorneys for applicants.

No. MC-FC-69454. By order of February 28, 1967, the Transfer Board approved the transfer to Rock Hill Trucking Co., Inc., Clifton, N.J., of the operating rights in permit No. MC-111982, issued June 20, 1960, to DCM Trucking, Inc., Teaneck, N.J., acquired by Thomas A. Cupo and Anthony S. Cupo, a partnership, doing business as Rodney Transport Co., Clifton, N.J., pursuant to No. MC-FC-69036, and authorizing the transportation of textiles, over irregular routes, from New York, N.Y., to Paterson, N.J. John M. Zachara, Post Office Box Z, Paterson, N.J. 07509, representative for applicants.

No. MC-FC-69457. By order of February 28, 1967, the Transfer Board approved the transfer to Hope O. Palmer and Lyelle A. Palmer, doing business as Palmer Freight, Tonopah, Nev., of certificate No. MC-120408 (Sub-No. 2), issued December 23, 1965, to Richard G. Williams, Tonopah, Nev., and authorizing the transportation of general commodities, with usual exceptions, over a regular route between Tonopah, Nev., and Round Mountain, Nev., serving all intermediate points. Hope O. Palmer, Post Office Box 382 Tonopah, Nev. 89049, representative for applicants.

No. MC-FC-69458. By order of February 28, 1967, the Transfer Board approved the transfer to Engel Trucking, Inc., Greenville, Pa., of that portion of the operating rights in certificate No. MC-109170 (Sub-No. 2), issued June 24, 1960, to William Engel, doing business as Engel's Trucking, Sharpsville, Pa., authorizing the transportation, over irregular routes, of steel tanks and parts thereof, steel castings, machinery, machine parts, bridge materials, and lumber, between Greenville, Pa., on the one hand, and, on the other, points in that part of Ohio on and east of U.S. Highway 21 and those in that part of New York on and west of U.S. Highway 62. David L. Pemberton, George, Greek, King & McMahon, 100 East Broad Street, Suite 1800, Columbus, Ohio 43215, attorney for applicants.

No. MC-FC-69459. By order of February 28, 1967, the Transfer Board approved the transfer to Arkansas Transit Co., Inc., Springdale, Ark., of the operating rights in certificates Nos. MC-111710 and MC-111710 (Sub-No. 6) issued December 9, 1955 and March 26, 1962, respectively to Robert L. Spencer, doing business as Arkansas Transit Co., Springdale, Ark., authorizing the transportation of: New tin cans and lids, between points in Arkansas, Missouri, Oklahoma, Texas, and Kansas. Louis Tarlowski, 914 Pyramid Life Building, Little Rock, Ark., 72201, attorney for applicants.

No. MC-FC-69464. By order of February 28, 1967, the Transfer Board approved the transfer to Robert G. Owen Trucking, Inc., 49 Ohio Street, Navarre, Ohio, in permits Nos. MC-112210 and MC-112210 (Sub-No. 2), issued January 29, 1951, and February 26, 1952, respectively, to Robert G. Owen, 49 Ohio Street, Navarre, Ohio, authorizing the transportation, over irregular routes, of corrugated paper boxes, from Navarre, Ohio, to Chester, W. Va., corrugated paper, in sheets, from Pittsburgh, Pa., to Navarre, Ohio, and scrap corrugated paper, in bulk, from Navarre, Ohio, to Wellsburg, W. Va.

[SEAL] H. NEIL GARSON, *Secretary.*

[F.R. Doc. 67-2717; Filed, Mar. 10, 1967; 8:48 a.m.]

CUMULATIVE LIST OF PARTS AFFECTED—MARCH

The following numerical guide is a list of the parts of each title of the Code of Federal Regulations affected by documents published to date during March.

1 CFR

Page

APPENDIX A ... 3602

3 CFR

PROCLAMATION:
3769 ... 3809

EXECUTIVE ORDERS:
July 17, 1917 (revoked in part by PLO 4166) ... 3744
Nov. 26, 1921 (revoked in part by PLO 4167) ... 3744
6143 (revoked in part by PLO 4165) ... 3744
6276 (revoked in part by PLO 4165) ... 3744
11248 (amended by EO 11335) ... 3965
11269 (amended by EO 11334) ... 3933
11329 ... 3811
11330 ... 3871
11331 ... 3875
11332 ... 3877
11333 ... 3879
11334 ... 3933
11335 ... 3965

5 CFR

213 ... 3383, 3689, 3729, 3763
330 ... 3967
332 ... 3967
550 ... 3689, 3763

7 CFR

15 ... 3967
17 ... 3935
354 ... 3383
722 ... 3935
730 ... 3881
775 ... 3968
814 ... 3687
907 ... 3729, 3968
908 ... 3688, 3729, 3968
910 ... 3383, 3730, 3969
912 ... 3730, 3969
913 ... 3384
917 ... 3384
944 ... 3437
991 ... 3763
1002 ... 3384
1004 ... 3813
1138 ... 3385
1425 ... 3688

PROPOSED RULES:
822 ... 3946
932 ... 3992
991 ... 3399
1006 ... 3399
1047 ... 3992
1063 ... 3776
1070 ... 3776
1078 ... 3776
1079 ... 3776
1125 ... 3834
1134 ... 3469

8 CFR

212 ... 3731, 3970
214 ... 3731

10 CFR

Page

14 ... 3731

PROPOSED RULES:
30 ... 3995
40 ... 3995
50 ... 3995
70 ... 3995
170 ... 3995

12 CFR

1 ... 3687
204 ... 3763
222 ... 3813
531 ... 3970
650 ... 3740

PROPOSED RULES:
545 ... 3999

13 CFR

123 ... 3813

14 CFR

1 ... 3735
21 ... 3735
33 ... 3736
35 ... 3737
39 ... 3386, 3387, 3437, 3690, 3691, 3738, 3764, 3882, 3937, 3970, 3971.
71 ... 3438, 3738, 3764–3768, 3882, 3938, 3971, 3972.
73 ... 3438, 3691, 3739, 3740, 3768
75 ... 3740, 3882, 3972
97 ... 3692, 3938
399 ... 3817
1204 ... 3883

PROPOSED RULES:
39 ... 3997
61 ... 3749
65 ... 3946
71 ... 3400–3402, 3470, 3750, 3779, 3780, 3946, 3947, 3997.
73 ... 3402, 3751, 3998
77 ... 3887
121 ... 3946
208 ... 3399
296a ... 3752

15 CFR

2 ... 3769
204 ... 3816
230 ... 3741

16 CFR

13 ... 3439, 3771, 3973–3975
15 ... 3387, 3818

PROPOSED RULES:
153 ... 3711

17 CFR

200 ... 3741

19 CFR

Page

1 ... 3388
2 ... 3388
3 ... 3388
24 ... 3741

20 CFR

395 ... 3975

21 CFR

3 ... 3440
120 ... 3441
121 ... 3442, 3819
131 ... 3440

PROPOSED RULES:
17 ... 3710
27 ... 3469
130 ... 3994
133 ... 3470

22 CFR

11 ... 3443, 3444
41 ... 3742, 3969

23 CFR

255 ... 3390

25 CFR

255 ... 3944

PROPOSED RULES:
73 ... 3748
221 ... 3469

26 CFR

1 ... 3446, 3819
301 ... 3819

PROPOSED RULES:
1 ... 3886

29 CFR

4 ... 3689

PROPOSED RULES:
26 ... 3710

31 CFR

214 ... 3820
306 ... 3446
309 ... 3821
312 ... 3446
315 ... 3446
316 ... 3700
317 ... 3447
500 ... 3822
525 ... 3448

32 CFR

100 ... 3329
505 ... 3391
518 ... 3770
750 ... 3393
753 ... 3393
1001 ... 3976
1003 ... 3976
1004 ... 3977